

ESUCC  
Legal Committee Meeting  
Wednesday, September 7, 2022, 2:00 PM  
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

Springview Herald  
Valentine Midland News  
Red Cloud Leader  
Ainsworth News  
ESUCC webpage  
NE Public Meetings

Posted Date: 8/31/22

Attendance Taken at 1:59 PM.

Dan Schnoes (ESU 03):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr John Skretta (ESU 06):	Present
Dr Larianne Polk (ESU 07):	Present
Drew Harris (ESU 09):	Absent
Dr Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Paul Calvert (ESU 15):	Present

1. Call to Order

2. Roll Call

3. Consent Agenda Items

3.1. Coop Contracts

3.1.1. Approve Contracts/Addendums signed by the Executive Director for the months of May-August.

3.1.2. Approve Addendum to Special Buy agreement with Senso

3.1.3. Approve Annual Buy Terms and Conditions

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. Approve Interlocal Agreement with Two Rivers Public Health Department

4.1.3. Staff Written Reports

4.1.3.1. Peterson Report

4.1.3.2. Colleen Lentz (Data)

4.2. Legislative Updates

4.2.1. Bromm's Updates

4.3. Policies and Procedures

5. Next Meetings Agenda Items

6. Adjournment

{{Name: Agenda Item Name}}  
{{Discussion: Agenda Item Discussion}}  
{{Comments: Agenda Item Comments}}  
{{Actions: Agenda Item Actions}}

# NEBRASKA OPEN MEETINGS ACT

**84-1407. Act, how cited.** Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**84-1409. Terms, defined.** For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b) (i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public

body.(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each

meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**84-1415. Open Meetings Act; requirements; waiver; validity of action.** No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised  
4-2022



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## **ADDENDUM TO 2021-2024 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND SWANK MOTION PICTURES**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Swank Motion Pictures** ("Contractor") to the 2021-2024 Special Buy Agreement signed by the Cooperative on January 14, 2022, and by the Contractor on January 14, 2022. The Addendum is as follows:

### **Agreement Paragraph 3.**

**Administrative Fee.** Contractor pricing includes administrative fee a sum equal to "ESUCC Customer Price" of the total gross dollar volume minus "ESUCC Price", less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members as listed in Exhibit B as "ESUCC Customer Price". This fee is retained by the Cooperative on payment from invoiced members.

**Exhibit "A"** is amended to add the following goods or services:

No changes (deletions or additions) for Exhibit A

Exhibit "B" is amended to add the following pricing information:

#### 2. Payment Terms/Payment Schedule

A. ESUCC will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (60) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.

Exhibit "C" Summary of Project Deliverables

1. Order Delivery Method Options
  - a. Members submit orders in ESUCC Marketplace
4. Invoice Method
  - a. Vendor invoices ESUCC for orders collected in ESUCC Marketplace
5. Sales Reporting
  - a. Report will be generated from ESUCC Marketplace annually on a mutually agreed date
  - d. ESUCC Admin Fee

- Admin fees are included in price to Members "ESUCC Customer Price" in Exhibit B
- ESUCC shall be invoiced by Swank Motion pictures based on "ESUCC Price" listed in Exhibit B

All other terms and conditions of the 2021-2024 Special Buy Agreement shall remain in full force and effect.

**CONTRACTOR**

**COOPERATIVE**



Seth Acock  
Manager

  
Kraig Lofquist (May 25, 2022 19:31 CDT)

Kraig Lofquist  
Executive Director

Date Executed 5/25/22

Date Executed May 25, 2022

Signature:   
Kraig Lofquist (May 25, 2022 19:31 CDT)

Email: klofquist@esucc.org

Title: Executive Director

Company: ESUCC Cooperative


# 2022-05-25 Swank Motion Pictures Addendum to Special Buy Agreement

Final Audit Report

2022-05-26

Created:	2022-05-25
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA30-dAeKK4vryPV8KrPK275AnP6jiS6pq

## "2022-05-25 Swank Motion Pictures Addendum to Special Buy Agreement" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)  
2022-05-25 - 8:17:04 PM GMT- IP address: 162.127.11.100
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature  
2022-05-25 - 8:18:16 PM GMT
-  Email viewed by Kraig Lofquist (klofquist@esucc.org)  
2022-05-26 - 0:30:36 AM GMT- IP address: 104.28.97.88
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)  
Signature Date: 2022-05-26 - 0:31:12 AM GMT - Time Source: server- IP address: 167.248.95.186
-  Agreement completed.  
2022-05-26 - 0:31:12 AM GMT



## 2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the ESUCC and **jmc** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to ESUCC as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on May 15, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on May 31, 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
  - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by ESUCC or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
  - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
  - D. **Definition of User.** User means a participant, instructor, or administrator of ESUCC or its Members who are authorized with login credentials by ESUCC or its Members to use the goods and/or services provided by this Agreement.
  - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
  - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the ESUCC, Members, or their school districts only if student information is properly de-identified."
  - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way

without advance notice to and consent from the ESUCC, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the ESUCC under the direction of the ESUCC when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
  - (1) Promptly notify ESUCC and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;

- (2) Consult with ESUCC and Members regarding its response;
- (3) Cooperate with ESUCC's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon ESUCC's or a Member's request, provide them with a copy of its response.

## **7. Termination.**

A. ESUCC may terminate this Agreement in whole or part if funding from federal, state, or other sources for ESUCC or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. ESUCC shall notify the Contractor as soon as practicable if funds to meet ESUCC's or Members' obligations become unavailable. The determination of ESUCC as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. ESUCC may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;
- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. ESUCC may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to ESUCC all papers, materials and other property of ESUCC then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to ESUCC.

**8. Indemnification.**

A. The Contractor hereby waives and agrees to indemnify and save harmless ESUCC and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against ESUCC or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

**9. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and

B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned ESUCC representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling ESUCC to terminate this Agreement immediately.

**10. Public Records.** The Contractor acknowledges that ESUCC must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and release public records as defined law

upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

- 11. Publicity.** ESUCC does not endorse the goods or services of the Contractor. Except for listing ESUCC as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of ESUCC.
- 12. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on ESUCC, ESU, or Member premises or at ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on ESUCC, ESU, or Member property or at ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC, ESU, or Member premises or at ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. ESUCC may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 13. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not an ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 15. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is:  
41-1382712

- 17. Sales Tax.** ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. ESUCC, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: jmc  
108 West Center Street  
Lake City, MN 55041

Notice is effective only if the party giving the Notice has complied with this section.

- 19. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or ESUCC upon request.
- 20. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 21. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 22. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

- 23. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 24. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 25. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of ESUCC, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 26. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of ESUCC.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of ESUCC.
- 28. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

- 29. Rights and Remedies Cumulative.** Any enumeration of ESUCC’s rights and remedies set forth in this Agreement is not exhaustive. ESUCC’s exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the ESUCC’s rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 30. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
- 31. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 32. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term “public agencies” means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 33. Attachments.** Attachments to this Agreement include the following:


- Exhibit A – Scope of Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Vendor Software License Agreement

IN WITNESS WHEREOF the parties have executed this Agreement on the last date written below.

**ESUCC**

**CONTRACTOR**

By:   
 Name: Kraig Lofquist  
 Title: Executive Director  
 Date: May 13, 2022

By:   
 Name: William McElmury  
 Title: President/CEO  
 Date: 5/11/2022

**EXHIBIT "A"**

**SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**  
**jmc Student Information System (SIS)**

## **EXHIBIT "B"**

### **1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

jmc Note: Our pricing and contract are the same document.



# 22-23 Pricing for Your District School

At jmc, we believe that when schools can focus more of their funds on supporting students, everyone wins. That's why our plans include our world-class support, trainings and implementations, all for an affordable price.

## Year 1\*

- Software License \$11.75 per student  
Software License x 1,000 students: \$11,750.00
- Site License\*\*: \$5,716.00
  - Attendance \$438 per building
  - Lunch \$278 per building
  - Web hosting: \$2 per kiddo: \$2,000.00
  - Onboarding: \$3 per kiddo: \$3,000.00
- Online Payments Module: \$300 per year

**Total: \$17,466.00**

## Approximate Year 2\*

- Software License \$11.75 per student  
Software License x 1,000 students: \$11,750.00
- Site License\*\*: \$2,716.00
  - Attendance \$438 per building
  - Lunch \$278 per building
  - Web hosting: \$2 per kiddo: \$2,000.00
- Online Payments Module: \$300 per year

**Total: \$14,466.00**

**Note:** With the purchase of any jmc product plan there are no extra charges, no hidden fees. Your plan includes:

- Usage of all 25+ modules and mobile apps for 1,000 students in 1 building.
- Complimentary technical support to any user, anytime on all of our support platforms.
- Complimentary training to all users throughout the duration of your product plan.

\*Current as of 1/1/22. Product features and pricing subject to change. Additional fees may apply. \*\*Site License fee includes installation and onboarding, customer support, all training resources, data conversion, storage and ongoing maintenance. Fee is based on school size, number of users and selected features.



**2. Payment Terms/ Payment Schedule**

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

**3. Acceptance of Services or Products:**

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by ESUCC, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. ESUCC shall not unreasonably withhold or delay its acceptance or rejection.

**4. Title and Risk of Loss:**

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or ESUCC.
- B. Insurance during shipment and until the goods are accepted by ESUCC, ESU, or Member is the responsibility of the Contractor.

## **EXHIBIT "C"**

### **SOFTWARE LICENSE AGREEMENT**

jmc Note: Our pricing and contract are the same document.



# 22-23 Pricing for Your District School

At jmc, we believe that when schools can focus more of their funds on supporting students, everyone wins. That's why our plans include our world-class support, trainings and implementations, all for an affordable price.

## Year 1\*

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- Online Payments Module: \$300 per year

**Total: \$17,466.00**

## Approximate Year 2\*

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Software License x 1,000 students: \$11,750.00
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  - Web hosting: \$2 per kiddo: \$2,000.00
- Online Payments Module: \$300 per year

**Total: \$14,466.00**

**Note:** With the purchase of any jmc product plan there are no extra charges, no hidden fees. Your plan includes:

- Usage of all 25+ modules and mobile apps for 1,000 students in 1 building.
- Complimentary technical support to any user, anytime on all of our support platforms.
- Complimentary training to all users throughout the duration of your product plan.

\*Current as of 1/1/22. Product features and pricing subject to change. Additional fees may apply. \*\*Site License fee includes installation and onboarding, customer support, all training resources, data conversion, storage and ongoing maintenance. Fee is based on school size, number of users and selected features.



**Signature:**   
Kraig Lofquist (May 11, 2022 18:47 CDT)

**Email:** klofquist@esucc.org

**Title:** Executive Director

**Company:** ESUCC Cooperative






# 2022-05-11 JMC-ESUCC Special Buy - With Student Info

Final Audit Report

2022-05-13

Created:	2022-05-13
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEi_AzMpd6IPZ26952EBucn5VdxRD6RKe

## "2022-05-11 JMC-ESUCC Special Buy - With Student Info" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)  
2022-05-13 - 8:44:27 PM GMT- IP address: 162.127.11.100
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature  
2022-05-13 - 8:45:12 PM GMT
-  Email viewed by Kraig Lofquist (klofquist@esucc.org)  
2022-05-13 - 11:37:33 PM GMT- IP address: 104.28.97.84
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)  
Signature Date: 2022-05-13 - 11:47:01 PM GMT - Time Source: server- IP address: 167.248.95.186
-  Agreement completed.  
2022-05-13 - 11:47:01 PM GMT



## **2022-2025 SPECIAL BUY AGREEMENT**

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and Renaissance Learning, Inc. ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on May 20, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on July 1, 2025, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State

of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

**6. Termination.**

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
  - (1) Insolvent;
  - (2) Makes a general assignment for the benefit of creditors;
  - (3) Files a voluntary petition of bankruptcy;
  - (4) Suffers or permits the appointment of a receiver for its business or assets;
  - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but

not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

**7. Indemnification.**

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

**8. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
- B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

**9. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 39-1559474.
- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: Renaissance Learning, Inc.  
Attn: General Counsel  
PO Box 8036  
Wisconsin Rapids, WI 54495-8036

Notice is effective only if the party giving the Notice has complied with this section.

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective

only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.


- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this

Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

- 29. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
- 30. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 31. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 32. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
  - Exhibit B – Payment Terms & Schedule
  - Exhibit C – Summary of Project Deliverables

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

**CONTRACTOR**


By:   
Heather Miller (May 18, 2022 16:15 CDT)

Name: Jack McLaughlin

Title: VP Sales Ops & Enablement

Date: May 18, 2022

**COOPERATIVE**

By:   
Craig Lofquist (May 19, 2022 11:46 CDT)

Name: Kraig Lofquist

Title: Executive Director

Date: May 19, 2022

## **EXHIBIT "A"**

### **SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**

KeyPhonics is the first and only web-based assessment that screens and diagnoses 12 phonics categories and 102 specific target patterns. Designed for grades 1–6, KeyPhonics can be administered either in-person or remotely and provides immediate reporting aligned to your reading curriculum. Built on Science of Reading research, KeyPhonics gives educators specific information about students' development of essential phonics components, including which students are struggling, which phonics patterns are secure, and which need more attention. With this information, they can plan targeted, appropriate instruction to meet every student's needs.

## EXHIBIT "B"

### 1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Item	Cost	Comments
Key Phonics	\$2.95	Annual, per-student pricing. 100 student minimum purchase.

### 2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

### 3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

### 4. Title and Risk of Loss:

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

## EXHIBIT "C"

### SUMMARY OF PROJECT DELIVERABLES

#### 1. Order Delivery Method Options

1. Members will submit orders direct to Vendor. Please reference contract "ESUCC" on all purchase orders and order correspondence.
2. ESUCC Marketplace is the preferred method for order placement

#### 2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes:  No:
- b. If "Yes", Order receipt method: Email:  cXML: 
  - i. If "Email" address to deliver orders to: contracts@renaissance.com
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): \_\_\_\_\_  
Contact email address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_
- c. If "No, Alternate method will be determined

#### 3. Sales Representative Contact

- a. First, Last name: Heather Miller
- b. Title: Field Account Executive
- c. Phone: (402) 290-4379
- d. Email: [Heather.miller@renaissance.com](mailto:Heather.miller@renaissance.com)

#### 4. Invoice Method

- a. Vendor invoices Members direct

#### 5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esucc.org](mailto:coop@esucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Dana Ziegler  
Contact email address: contracts@renaissance.com
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

Questions Contact:

Craig Peterson  
308-995-0665  
[craig.peterson@esucc.org](mailto:craig.peterson@esucc.org)

**Signature:**   
Heather Miller (May 18, 2022 16:15 CDT)

**Email:** heather.miller@renaissance.com

**Title:** Field Account Executive

**Company:** Renaissance Learning, Inc.

**Signature:**   
Kraig Lofquist (May 17, 2022 11:46 CDT)

**Email:** klofquist@esucc.org

**Title:** Executive Director

**Company:** ESUCC Cooperative









# 2022-05-17 Key Phonics - ESUCC Special Buy\_Final

Final Audit Report

2022-05-19

Created:	2022-05-17
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFpwy51Z4KGIXkUeaJDxluGknZ4DkOoPt

## "2022-05-17 Key Phonics - ESUCC Special Buy\_Final" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)  
2022-05-17 - 8:47:13 PM GMT- IP address: 162.127.11.100
-  Document emailed to Heather Miller (heather.miller@renaissance.com) for signature  
2022-05-17 - 8:48:49 PM GMT
-  Email viewed by Heather Miller (heather.miller@renaissance.com)  
2022-05-17 - 9:27:15 PM GMT- IP address: 172.225.140.55
-  Document e-signed by Heather Miller (heather.miller@renaissance.com)  
Signature Date: 2022-05-18 - 9:15:09 PM GMT - Time Source: server- IP address: 199.66.179.205
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature  
2022-05-18 - 9:15:12 PM GMT
-  Email viewed by Kraig Lofquist (klofquist@esucc.org)  
2022-05-19 - 1:54:34 AM GMT- IP address: 172.225.4.19
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)  
Signature Date: 2022-05-19 - 4:46:27 PM GMT - Time Source: server- IP address: 167.248.95.186
-  Agreement completed.  
2022-05-19 - 4:46:27 PM GMT



## **2022-2025 SPECIAL BUY AGREEMENT**

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and ESU #3 ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on July 1<sup>st</sup>, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30<sup>th</sup>, 2025, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State

of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

**6. Termination.**

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
  - (1) Insolvent;
  - (2) Makes a general assignment for the benefit of creditors;
  - (3) Files a voluntary petition of bankruptcy;
  - (4) Suffers or permits the appointment of a receiver for its business or assets;
  - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but

not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

**7. Indemnification.**

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

**8. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
- B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

**9. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 47-0498190
- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: Dan Schnoes  
ESU #3  
6949 S 110<sup>th</sup> St.  
La Vista, NE 68128

Notice is effective only if the party giving the Notice has complied with this section.

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any

right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this

Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**29. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

**30. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.


**31. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.

**32. Attachments.** Attachments to this Agreement include the following:


- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

**CONTRACTOR**

By:   
Name: Dan Schnoes  
Title: CEO  
Date: Jul 5, 2022

**COOPERATIVE**

By:   
Name: Kraig Lofquist  
Title: Executive Director  
Date: Jul 6, 2022

## EXHIBIT "A"

### SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

#### Contractor (ESU #3) will provide the following

**Description of Services:** Provide NebSIS, a fully operational Student Information System including all licensing, hardware and backup costs. In addition to basic SIS functions, the contractor also provides at no additional cost:

- Online Enrollment
- Online Student Verification
- Teacher Gradebook Portal
- Parent Portal
- Rostering through Classlink
- SRS integrations

**Service Dates:** The services described herein will be provided at a fixed cost for three years from the start of the contract.

**Schedule:** The services described herein will be provided year-round with limited support during annual holiday closures. These include all days below

- New Year's Eve
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

**Billing:** Billing for general services will be done once a year based on the student population. This billing will cover general use of the NebSIS. Districts who request custom programming or support will be billed monthly based on the pay rates described in Attachment B.

**Onboarding:** as part of the onboarding agreement, the contractor will provide 24 hours of training. If done onsite this training is required to be contiguous days, if done via Zoom trainings can be broken into 4-hour blocks of time.

A more detailed contract will be provided upon request.

## **EXHIBIT "B"**

### **1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

All NebSIS services described in Attachment A under description of services will be provided at the cost of \$14.50 per student. These services will be billed once a year on November 1st and payment will be due within 30 days.

#### **Onboarding**

Districts will be charged a one-time fee of \$6,000 at the start of the contract to cover setup and training costs. The contractor will assist with data entry if requested at the rate of \$75\hour

#### **Additional services**

NebSIS is an extremely customizable software package. If a district chooses to have customization work done it will be billed at the rates below.

- System and Networking - \$90\hr.
- Software Specialist and additional training - \$50\hr.
- Specialized Programming - \$100\hr.
- Upon request the contractor will provide for onsite training and support. The district will be responsible
- for actual incurred travel expenses not to exceed the rates below.
- Mileage – State rate
- Meals - \$75\day
- Lodging - \$150\day

### **2. Payment Terms/ Payment Schedule**

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (60) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

### **3. Acceptance of Services or Products:**

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").

- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

**4. Title and Risk of Loss:**

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

## EXHIBIT "C"

### SUMMARY OF PROJECT DELIVERABLES

#### 1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

#### 2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: X No: \_\_\_\_\_
- b. If "Yes", Order receipt method: Email: X cXML: \_\_\_\_\_
  - i. If "Email" address to deliver orders to: Debsis@esu3.org
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): \_\_\_\_\_  
Contact email address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_
- c. If "No, Alternate method will be determined

#### 3. Sales Representative Contact

- a. First, Last name: Bill Pulte
- b. Title: CIO
- c. Phone: 402-597-4842
- d. Email: [wpulte@esu3.org](mailto:wpulte@esu3.org)

#### 4. Invoice Method


- a. Vendor invoices Members direct

#### 5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esucc.org](mailto:coop@esucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Bill Pulte  
Contact email address: [wpulte@esu3.org](mailto:wpulte@esu3.org)
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

Questions Contact:

Craig Peterson  
308-995-0665  
[craig.peterson@esucc.org](mailto:craig.peterson@esucc.org)

**Signature:** 

**Email:** dschnoes@esu3.org

**Title:** CEO

**Company:** ESU #3

**Signature:**   
Kraig Lofquist (Jul 6, 2022 06:19 PDT)

**Email:** klofquist@esucc.org

**Title:** Executive Director

**Company:** ESUCC Cooperative











# 2022-06-29 ESU 03-NebSIS - ESUCC Special Buy

Final Audit Report

2022-07-06

Created:	2022-06-29
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6iKpOYuFS7k7CeO29Hkia-RrNPAAqMBV

## "2022-06-29 ESU 03-NebSIS - ESUCC Special Buy" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)  
2022-06-29 - 7:32:33 PM GMT- IP address: 162.127.11.100
-  Document emailed to Dan Schnoes (dschnoes@esu3.org) for signature  
2022-06-29 - 7:35:58 PM GMT
-  Email viewed by Dan Schnoes (dschnoes@esu3.org)  
2022-06-30 - 12:19:14 PM GMT- IP address: 66.102.6.127
-  Email viewed by Dan Schnoes (dschnoes@esu3.org)  
2022-07-01 - 1:08:37 PM GMT- IP address: 66.102.6.98
-  Email viewed by Dan Schnoes (dschnoes@esu3.org)  
2022-07-02 - 0:34:39 AM GMT- IP address: 66.102.6.127
-  Email viewed by Dan Schnoes (dschnoes@esu3.org)  
2022-07-04 - 6:25:46 PM GMT- IP address: 66.102.6.127
-  Document e-signed by Dan Schnoes (dschnoes@esu3.org)  
Signature Date: 2022-07-05 - 3:02:04 PM GMT - Time Source: server- IP address: 205.202.253.253
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature  
2022-07-05 - 3:02:09 PM GMT
-  Email viewed by Kraig Lofquist (klofquist@esucc.org)  
2022-07-05 - 4:10:06 PM GMT- IP address: 67.209.104.55
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)  
Signature Date: 2022-07-06 - 1:19:35 PM GMT - Time Source: server- IP address: 67.209.104.40

✔ Agreement completed.

2022-07-06 - 1:19:35 PM GMT



## 2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and ACCO Brands USA LLC ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on July 11, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30, 2023, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State

of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

**6. Termination.**

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
  - (1) Insolvent;
  - (2) Makes a general assignment for the benefit of creditors;
  - (3) Files a voluntary petition of bankruptcy;
  - (4) Suffers or permits the appointment of a receiver for its business or assets;
  - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but

not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

**7. Indemnification.**

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

**8. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
- B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

**9. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 36-2704017.
- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: ACCO Brands USA LLC  
Four Corporate Drive  
Lake Zurich, IL 60047

Notice is effective only if the party giving the Notice has complied with this section.

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective

only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this

Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**29. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

**30. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

**31. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.

**32. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

**CONTRACTOR**

By: \_\_\_\_\_  
Name: Tracey Wooten  
Title: Director Sales & Service Operations  
Date: \_\_\_\_\_

**COOPERATIVE**

By: \_\_\_\_\_  
Name: Kraig Lofquist  
Title: Executive Director  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**

**ACCO Brands provides binding and laminating equipment, supplies and other office supplies, including and not limited to air purifiers and other service of office machines.**

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

Item Id	Item Description	UOM	MSRP	Nebraska ESU Bid Price
1701700A	Pinnacle 27 Laminator	EA	\$3,207.37	\$1,656.93
1701720EZA	Pinnacle 27EZLoad Laminator	EA	\$3,193.38	\$1,916.03
1710740B	Ultima 65 Laminator	EA	\$3,418.23	\$1,656.93
1701680A	Ultima 35 EZLoad Laminator	EA	\$1,234.27	\$740.56
Z1154314	Laminator Cabinet	EA	\$1,817.55	\$1,090.00
3000002	NapLam I; 1.5Mil; 12"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$162.66	\$48.68
3000003	NapLam I; 1.5Mil; 18"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$179.36	\$55.26
3000004	NapLam I; 1.5Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$146.66	\$62.46
3126061	NapLam I; 1.5Mil; 27"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$166.66	\$76.90
3000007	NapLam I; 1.5Mil; 25"x500'; 2.25" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$216.04	\$70.50
3000022	NapLam I; 3.0Mil; 12"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$215.64	\$129.38
3000023	NapLam I; 3.0Mil; 18"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$211.56	\$126.94
3000024	NapLam I; 3.0Mil; 25"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$183.34	\$77.64
3126514	NapLam I; 3.0Mil; 27"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$260.06	\$95.28
3126539	NapLam I; 3.0Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$374.46	\$224.68
3000004EZ	1.5Mil; 25"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls.	BX	\$146.66	\$62.46
3126061EZ	1.5Mil; 27"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls.	BX	\$166.66	\$76.90
3000024EZ	3.0Mil; 25"x250'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls.	BX	\$183.34	\$77.64
3748207EZ	NapLam I; 1.2Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$217.57	\$130.54
3748201EZ	NapLam I; 1.5Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$266.18	\$159.71
3748203EZ	NapLam II; 1.7Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$311.00	\$186.60
3748204EZ	NapLam II; 3.0Mil; 25"x250'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$275.40	\$165.24
3125365EZ	NapLam II; 1.7Mil; 12"x300'; 1" core Ultima 35 EZLoad Film; 2 rolls per box	BX	\$141.07	\$84.64
3125913EZ	NapLam II; 3.0Mil; 12"x200'; 1" core Ultima 35 EZLoad Film; 2 rolls per box	BX	\$188.02	\$112.81
3000052EZ	NapLam II; 5.0Mil; 12"x100'; 1" core Ultima 35 EZLoad Film; 2 rolls per box	BX	\$117.50	\$70.50
3200404	Pouch HeatSeal Ultra Clear Letter 5.0Mil 100 pieces per box	PK	\$185.53	\$111.32
3200406	Pouch HeatSeal Ultra Clear Letter 10.0Mil 50 pieces per box	PK	\$192.40	\$115.44
3200413	Pouch HeatSeal Ultra Clear Legal 10.0Mil 50 pieces per box	BX	\$200.53	\$120.32
3200415	Pouch HeatSeal Ultra Clear Menu 3.0Mil 100 pieces per box	BX	\$175.97	\$105.58
3200420	Pouch HeatSeal Ultra Clear Menu 10.0Mil 50 pieces per box	BX	\$318.98	\$191.39
51005CF	Pouch HeatSeal Crystal Clear Business Card 5.0Mil 100 pieces per box.	BX	\$9.93	\$5.96

3200425	Pouch HeatSeal Crystal Clear ID Badge without Slot 5.0Mil 100 pieces per box	BX	\$25.40	\$15.24
3200400	Pouch HeatSeal Crystal Clear Letter 3.0Mil 100 pieces per box	PK	\$69.28	\$41.57
3200403	Pouch HeatSeal Crystal Clear Letter 5.0Mil 100 pieces per box.	BX	\$122.23	\$73.34
3200405	Pouch HeatSeal Crystal Clear Letter 10.0Mil 50 pieces per box	PK	\$114.95	\$68.97
3200410	Pouch HeatSeal Crystal Clear Legal 5.0Mil 100 pieces per box	PK	\$174.75	\$104.85
3200412	Pouch HeatSeal Crystal Clear Legal 10.0Mil 50 pieces per box	PK	\$192.53	\$115.52
3200417	Pouch HeatSeal Crystal Clear Menu 5.0Mil 100 pieces per box	BX	\$197.27	\$118.36
3200419	Pouch HeatSeal Crystal Clear Menu 10.0Mil 50 pieces per box	BX	\$67.95	\$40.77
4000020	CombBind Binding Spine 1/4" 19 Ring Black 100 pieces per box	BX	\$10.25	\$6.15
4011185G	CombBind Binding Spine 5/16" 19 Ring Navy 100 pieces per box	BX	\$11.83	\$7.10
4011485G	CombBind Binding Spine 3/8" 19 Ring Navy 100 pieces per box	BX	\$14.10	\$8.46
4000056G	CombBind Binding Spine 7/16" 19 Ring Black 100 pieces per box	BX	\$15.35	\$9.21
4000068	CombBind Binding Spine 1/2" 19 Ring Black 100 pieces per box	BX	\$18.12	\$10.87
4012485G	CombBind Binding Spine 1/2" 19 Ring Navy 100 pieces per box	BX	\$18.12	\$10.87
4000080G	CombBind Binding Spine 9/16" 19 Ring Black 100 pieces per box	BX	\$22.32	\$13.39
4013485G	CombBind Binding Spine 5/8" 19 Ring Navy 100 pieces per box	BX	\$28.78	\$17.27
4000086G	CombBind Binding Spine 5/8" 19 Ring White 100 pieces per box	BX	\$28.78	\$17.27
4000104	CombBind Binding Spine 3/4" 19 Ring Black 100 pieces per box	BX	\$32.03	\$19.22
4000118G	CombBind Binding Spine 1" 19 Ring Black 100 pieces per box	BX	\$38.92	\$23.35
4200004G	CombBind Binding Spine 1 1/4" 19 Ring Black 100 pieces per box	BX	\$65.23	\$39.14
4200010	CombBind Binding Spine 1 1/2" 19 Ring Black 100 pieces per box	BX	\$71.03	\$42.62
4200016G	CombBind Binding Spine 1 3/4" 19 Ring Black 50 pieces per box	BX	\$39.12	\$23.47
4200022	CombBind Binding Spine 2" 19 Ring Black 50 pieces per box	BX	\$41.98	\$25.19
9741010G	Strip VeloBind Binding Spine 11"x1" Black 100 sets per box	BX	\$56.82	\$34.09
9741016G	Strip VeloBind Binding Spine 11"x1" Navy 100 sets per box	BX	\$56.82	\$34.09
9741019G	Strip VeloBind Binding Spine 11"x1" White 100 sets per box	BX	\$53.10	\$31.86
9741020G	Strip VeloBind Binding Spine 11"x2" Black 100 sets per box	BX	\$82.70	\$49.62
9741030G	Strip VeloBind Binding Spine 11"x3" Black 100 sets per box	BX	\$121.62	\$72.97
9741110G	Strip VeloBind Binding Spine 8.5"x1" Black 100 sets per box	BX	\$103.40	\$62.04
9741120G	Strip VeloBind Binding Spine 8.5"x2" Black 100 sets per box	BX	\$142.35	\$85.41
9741130G	Strip VeloBind Binding Spine 8.5"x3" Black 100 sets per box	BX	\$223.48	\$134.09
1132830G	Strip SureBind Binding Spine 11"x1" Black 100 sets per box	BX	\$56.82	\$34.09
2514700G	Proclick Binding Spine 5/16" Small Black 100 pieces per box	BX	\$36.58	\$21.95
2514517G	Proclick Binding Spine 5/8" Large Black 100 pieces per box	BX	\$74.90	\$44.94
9775012G	Twin Loop Binding Spine 1/4" 3:1 Silver 100 pieces per box	BX	\$33.38	\$20.03
9774022G	Twin Loop Binding Spine 1/4" 3:1 Bronze 100 pieces per box	BX	\$31.20	\$18.72
9774033G	Twin Loop Binding Spine 1/4" 3:1 Gray 100 pieces per box	BX	\$33.38	\$20.03
9775110G	Twin Loop Binding Spine 1/4" 3:1 Navy 100 pieces per box	BX	\$33.38	\$20.03
9775014G	Twin Loop Binding Spine 5/16" 3:1 White 100 pieces per box	BX	\$36.73	\$22.04
9775017G	Twin Loop Binding Spine 5/16" 3:1 Silver 100 pieces per box	BX	\$36.73	\$22.04
9774023G	Twin Loop Binding Spine 5/16" 3:1 Bronze 100 pieces per box	BX	\$36.73	\$22.04
9775111G	Twin Loop Binding Spine 5/16" 3:1 Navy 100 pieces per box	BX	\$36.73	\$22.04
9775019G	Twin Loop Binding Spine 3/8" 3:1 White 100 pieces per box	BX	\$48.77	\$29.26

9775022G	Twin Loop Binding Spine 3/8" 3:1 Silver 100 pieces per box	BX	\$48.77	\$29.26
9774024G	Twin Loop Binding Spine 3/8" 3:1 Bronze 100 pieces per box	BX	\$45.58	\$27.35
9775112G	Twin Loop Binding Spine 3/8" 3:1 Navy 100 pieces per box	BX	\$45.58	\$27.35
9775023G	Twin Loop Binding Spine 7/16" 3:1 Black 100 pieces per box	BX	\$65.52	\$39.31
9775024G	Twin Loop Binding Spine 7/16" 3:1 White 100 pieces per box	BX	\$65.52	\$39.31
9775027G	Twin Loop Binding Spine 7/16" 3:1 Navy 100 pieces per box	BX	\$65.52	\$39.31
9775029G	Twin Loop Binding Spine 1/2" 3:1 White 100 pieces per box	BX	\$73.43	\$44.06
9775032G	Twin Loop Binding Spine 1/2" 3:1 Silver 100 pieces per box	BX	\$73.43	\$44.06
9775114G	Twin Loop Binding Spine 1/2" 3:1 Navy 100 pieces per box	BX	\$68.63	\$41.18
9775033G	Twin Loop Binding Spine 9/16" 3:1 Black 100 pieces per box	BX	\$78.77	\$47.26
9775034G	Twin Loop Binding Spine 9/16" 3:1 White 100 pieces per box	BX	\$78.77	\$47.26
9775037G	Twin Loop Binding Spine 9/16" 3:1 Silver 100 pieces per box	BX	\$78.77	\$47.26
9775038G	Twin Loop Binding Spine 5/8" 2:1 Black 100 pieces per box	BX	\$82.08	\$49.25
9775039G	Twin Loop Binding Spine 5/8" 2:1 White 100 pieces per box	BX	\$82.08	\$49.25
9775042G	Twin Loop Binding Spine 5/8" 2:1 Silver 100 pieces per box	BX	\$76.72	\$46.03
9775043G	Twin Loop Binding Spine 3/4" 2:1 Black 100 pieces per box	BX	\$85.33	\$51.20
9775044G	Twin Loop Binding Spine 3/4" 2:1 White 100 pieces per box	BX	\$85.33	\$51.20
9775047G	Twin Loop Binding Spine 3/4" 2:1 Silver 100 pieces per box	BX	\$85.33	\$51.20
9775048G	Twin Loop Binding Spine 7/8" 2:1 Black 100 pieces per box	BX	\$86.70	\$52.02
9775052G	Twin Loop Binding Spine 7/8" 2:1 Silver 100 pieces per box	BX	\$86.70	\$52.02
9775053G	Twin Loop Binding Spine 1" 2:1 Black 100 pieces per box	BX	\$117.20	\$70.32
9775057G	Twin Loop Binding Spine 1" 2:1 Silver 100 pieces per box	BX	\$109.53	\$65.72
9665210G	Twin Loop Binding Spine 1 1/4" 2:1 Black 100 pieces per box	BX	\$168.43	\$101.06
9774010G	Twin Loop Binding Spine 1 1/4" 2:1 Silver 100 pieces per box	BX	\$157.42	\$94.45
9665000G	Coil Binding Spine 6MM, 12" Length 4:1 Black 100 pieces per box	BX	\$12.47	\$7.48
9665001G	Coil Binding Spine 6MM, 12" Length 4:1 White 100 pieces per box	BX	\$12.47	\$7.48
9665005G	Coil Binding Spine 6MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$12.47	\$7.48
9665010G	Coil Binding Spine 8MM, 12" Length 4:1 Black 100 pieces per box	BX	\$15.87	\$9.52
9665011G	Coil Binding Spine 8MM, 12" Length 4:1 White 100 pieces per box	BX	\$15.87	\$9.52
9665015G	Coil Binding Spine 8MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$15.87	\$9.52
9665020G	Coil Binding Spine 10MM, 12" Length 4:1 Black 100 pieces per box	BX	\$20.93	\$12.56
9665021G	Coil Binding Spine 10MM, 12" Length 4:1 White 100 pieces per box	BX	\$20.93	\$12.56
9665023G	Coil Binding Spine 10MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$20.93	\$12.56
9665025G	Coil Binding Spine 10MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$20.93	\$12.56
9665030G	Coil Binding Spine 11MM, 12" Length 4:1 Black 100 pieces per box	BX	\$28.32	\$16.99
9665031G	Coil Binding Spine 11MM, 12" Length 4:1 White 100 pieces per box	BX	\$28.32	\$16.99
9665040G	Coil Binding Spine 12MM, 12" Length 4:1 Black 100 pieces per box	BX	\$30.23	\$18.14
9665041G	Coil Binding Spine 12MM, 12" Length 4:1 White 100 pieces per box	BX	\$30.23	\$18.14
9665043G	Coil Binding Spine 12MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$30.23	\$18.14
9665045G	Coil Binding Spine 12MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$30.23	\$18.14
9665050G	Coil Binding Spine 13MM, 12" Length 4:1 Black 100 pieces per box	BX	\$32.45	\$19.47
9665051G	Coil Binding Spine 13MM, 12" Length 4:1 White 100 pieces per box	BX	\$32.45	\$19.47
9665060G	Coil Binding Spine 14MM, 12" Length 4:1 Black 100 pieces per box	BX	\$34.37	\$20.62

9665061G	Coil Binding Spine 14MM, 12" Length 4:1 White 100 pieces per box	BX	\$32.12	\$19.27
9665063G	Coil Binding Spine 14MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$32.12	\$19.27
9665065G	Coil Binding Spine 14MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$34.37	\$20.62
9665070G	Coil Binding Spine 16MM, 12" Length 4:1 Black 100 pieces per box	BX	\$45.80	\$27.48
9665071G	Coil Binding Spine 16MM, 12" Length 4:1 White 100 pieces per box	BX	\$45.80	\$27.48
9665073G	Coil Binding Spine 16MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$45.80	\$27.48
9665075G	Coil Binding Spine 16MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$45.80	\$27.48
9665080G	Coil Binding Spine 18MM, 12" Length 4:1 Black 100 pieces per box	BX	\$50.87	\$30.52
9665081G	Coil Binding Spine 18MM, 12" Length 4:1 White 100 pieces per box	BX	\$50.87	\$30.52
9665083G	Coil Binding Spine 18MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$50.87	\$30.52
9665085G	Coil Binding Spine 18MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$50.87	\$30.52
9665090G	Coil Binding Spine 20MM, 12" Length 4:1 Black 100 pieces per box	BX	\$61.37	\$36.82
9665091G	Coil Binding Spine 20MM, 12" Length 4:1 White 100 pieces per box	BX	\$61.37	\$36.82
9665093G	Coil Binding Spine 20MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$61.37	\$36.82
9665095G	Coil Binding Spine 20MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$61.37	\$36.82
9665100G	Coil Binding Spine 22MM, 12" Length 4:1 Black 100 pieces per box	BX	\$72.67	\$43.60
9665101G	Coil Binding Spine 22MM, 12" Length 4:1 White 100 pieces per box	BX	\$72.67	\$43.60
9665103G	Coil Binding Spine 22MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$67.92	\$40.75
9665110G	Coil Binding Spine 25MM, 12" Length 4:1 Black 100 pieces per box	BX	\$80.83	\$48.50
9665111G	Coil Binding Spine 25MM, 12" Length 4:1 White 100 pieces per box	BX	\$80.83	\$48.50
9665113G	Coil Binding Spine 25MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$80.83	\$48.50
9665115G	Coil Binding Spine 25MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$80.83	\$48.50
9665120G	Coil Binding Spine 30MM, 12" Length 4:1 Black 100 pieces per box	BX	\$101.75	\$61.05
9665130G	Coil Binding Spine 33MM, 12" Length 4:1 Black 100 pieces per box	BX	\$122.05	\$73.23
9665131G	Coil Binding Spine 33MM, 12" Length 4:1 White 100 pieces per box	BX	\$122.05	\$73.23
9742450G	Covers Standard Linen Letter Navy 200 pieces per box	BX	\$88.65	\$53.19
9742455G	Covers Standard Linen Letter Charcoal 200 pieces per box	BX	\$88.65	\$53.19
9742451G	Covers Standard Linen Letter Black 200 pieces per box	BX	\$88.65	\$53.19
2000513G	Covers Standard Linen 11.25"x8.75" Oversized Round Corner Navy 200 pieces per box	BX	\$85.40	\$51.24
9742490G	Covers Premium Regency Letter Navy 200 pieces per box	BX	\$164.60	\$98.76
9742491G	Covers Premium Regency Letter Black 200 pieces per box	BX	\$164.60	\$98.76
9742494G	Covers Premium Regency Letter Hunter Green 200 pieces per box	BX	\$164.60	\$98.76
9742471G	Covers Premium Regency VeloBind Punched Letter Black 200 pieces per box	BX	\$181.13	\$108.68
9742800G	Covers Premium Regency 11"x9" Index Allowance Navy 200 pieces per box	BX	\$228.37	\$137.02
9742801G	Covers Premium Regency 11"x9" Index Allowance Black 200 pieces per box	BX	\$228.37	\$137.02
2000712G	Covers Premium Regency 11.25"x8.75" Oversized Round Corner Black 200 pieces per box	BX	\$180.03	\$108.02
2000880	Covers Premium Regency 11"x17" Black 100 pieces per box	BX	\$162.23	\$97.34
2000852G	Covers Premium Regency Herringbone Letter Black 200 pieces per box	BX	\$194.27	\$116.56
2020032G	Covers Premium Plus Clear View Letter 9Mil Clear 100 pieces per box	BX	\$82.58	\$49.55
2000919G	Covers Premium Plus Clear View Letter 14Mil Frost 100 pieces per box	BX	\$94.82	\$56.89
2000932G	Covers Premium Plus Clear View Letter 14Mil Proclick Square Punched Frost 100 pieces per box	BX	\$156.15	\$93.69

9743108G	Covers Premium PVC Clear View Letter 9Mil Clear 100 pieces per box	BX	\$45.52	\$27.31
9743109G	Covers Premium PVC Clear View Letter 9Mil Proclick Square Punched Clear 100 pieces per box	BX	\$83.12	\$49.87
9742362G	Covers Premium PVC Clear View Letter 9Mil CombBind Punched Clear 100 pieces per box	BX	\$65.62	\$39.37
9742011G	Covers Standard PVC Clear View Letter 7Mil Clear 100 pieces per box	BX	\$42.55	\$25.53
2001811G	Covers Standard PVC Clear View Letter 7Mil CombBind Punched Clear 100 pieces per box	BX	\$52.63	\$31.58
9743712G	Covers Economy PVC Clear View Letter 4Mil Clear 100 pieces per box	BX	\$25.23	\$15.14
2000920G	Covers Premium Plus Clear View 11"x9" Index Allowance 14Mil Frost 100 pieces per box	BX	\$121.00	\$72.60
9742014G	Covers Standard PVC Clear View 11"x9" Index Allowance 7Mil Clear 100 pieces per box	BX	\$48.97	\$29.38
2020033G	Covers Premium Plus Clear View 11.25"x8.75" Oversized Round Corner 10Mil Clear 100 pieces per box	BX	\$88.65	\$53.19
2020031G	Covers Premium Plus Clear View 11.25"x8.75" Oversized Round Corner 10Mil CombBind Punched Clear 100 pieces per box	BX	\$101.35	\$60.81
2020080	Covers Premium PVC Clear View 11"x17" 9Mil Clear 100 pieces per box	BX	\$115.00	\$69.00
2001830G	Covers Premium Plus GlobeLetter 14Mil Frost 100 pieces per box	BX	\$106.20	\$63.72
2001832G	Covers Premium Plus Deco Letter 14Mil Frost 100 pieces per box	BX	\$106.20	\$63.72

**0%-10% off MSRP for new products; MSRP and items are subject to change; however discount percentage remains firm through duration of contract period.**

**2. Payment Terms/ Payment Schedule**

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (60) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

**3. Acceptance of Services or Products:**

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The

Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

**4. Title and Risk of Loss:**

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

## EXHIBIT "C"

### SUMMARY OF PROJECT DELIVERABLES

#### <<TO BE COMPLETED BY VENDOR>>

#### 1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

#### 2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes:  No:
- b. If "Yes", Order receipt method: Email:  cXML: 
  - i. If "Email" address to deliver orders to: gbc\_orders@acco.com
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): \_\_\_\_\_  
Contact email address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_
- c. If "No, Alternate method will be determined

#### 3. Sales Representative Contact

- a. First, Last name: Stephanie Grizzard (Equip) & Jordan Lambert (Supp)
- b. Title: Account Representatives
- c. Phone: Stephanie: 662-480-3437; Jordan: 662-480-3243
- d. Email: stephanie.grizzard@acco.com; Jordan.lambert@acco.com

#### 4. Invoice Method

- a. Vendor invoices Members direct

#### 5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esucc.org](mailto:coop@esucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Cristina Cornier  
Contact email address: directbid@acco.com
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

Questions Contact:

Craig Peterson  
308-995-0665  
[craig.peterson@esucc.org](mailto:craig.peterson@esucc.org)

**ADDENDUM TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND Renato Software Ltd.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Renato Software Ltd** ("Contractor") to the 2022-2025 Special Buy Agreement signed by the Cooperative on April 25, 2022, and by the Contractor on April 25, 2022. The Addendum is as follows:

**Exhibit "A"** is amended to add the following goods or services:

~~[NOTE TO BE DELETED: INSERT CHANGES HERE]~~

Senso Class Instructor - Lite version of our classroom management software to support districts looking for base tools for teachers. Tools included are Live Thumbnail viewing, Lock Screen, Launch Website, Close Active Tab

Senso rostering integration fee for Clever

Exhibit "B" is amended to add the following pricing information:

~~[NOTE TO BE DELETED: INSERT CHANGES HERE]~~

Senso Class Instructor - \$1 per device license  
Senso rostering fee Clever - \$218 per school per annum

Exhibit "C" Summary of Project Deliverables

All other terms and conditions of the 2018-2021 Special Buy Agreement shall remain in full force and effect.

**CONTRACTOR**

**COOPERATIVE**

\_\_\_\_\_  
Alex Ball  
Sales Manager

\_\_\_\_\_  
Kraig Lofquist  
Executive Director

Date Executed \_\_\_\_\_

Date Executed \_\_\_\_\_





**Invitation for Bid  
Terms & Conditions**

***ESUCC-20232***

**1. Issuing Agency**

- 1.1 ESUCC - Cooperative Purchasing is requesting online Bids from qualified vendors for the following: **Coop Annual Buy ESUCC-20232**.
- 1.2 ESUCC - Cooperative Purchasing utilizes an online sourcing application suite through Ion Wave. All bidding initiated by ESUCC - Cooperative Purchasing will be conducted using this sourcing application suite. **Vendors must be registered with ESUCC Cooperative Purchasing prior to participating.** Interested parties can register on the ESUCC - Cooperative Purchasing website at <http://www.neesucoop.org/> <https://www.esucc.org/cooperative-purchasing/> under the Vendor [Resources](#) area or the direct URL at <https://esucc.ionwave.net/VendorRegistration/RegisterStart.aspx>.
- 1.3 ESUCC - Cooperative Purchasing will charge a 5% administrative fee to the awarded vendors based on the purchases made from the line item bid. This fee will be assessed as defined in "Key IFB Dates". The administrative fee must be paid to ESU Coordinating Council (ESUCC) by dates defined in the "Key IFB Dates". [Billings-Invoices](#) will be sent to all awarded vendors.
  - 1.3.1 Extended Purchasing Window
    - 1.3.1.1 Vendors may, at their option, elect to offer awarded items to Nebraska schools for an extended purchasing window that will run from June 1 through December 31 of the following year. Schools will submit orders during this purchasing window, for immediate direct delivery and billing. All orders will be submitted through the ESUCC Marketplace, as defined in the bid. The 5% Administrative Fee, as defined in the Bid, applies to all orders and will be invoiced and paid annually in January. Note: this is optional, vendors may elect to participate or not by selecting an option from the Attribute "Extended Purchasing Window" (Participant OR Non-Participant) and then answering Attributes Extended Purchasing Participant, Extended Pricing Percentage, Extended Pricing Minimum order amount if applicable for each.
  - 1.3.2 Catalog Discount Pricing – Punchout Catalog
    - 1.3.2.1 Vendors that have received a line item award will have the option of offering to members their entire product(s) catalog in addition to line items awarded on the Annual Buy.
      - 1.3.2.1.1. This offering will be made available to ESUCC members on the Punchout Enablement date June 1 and until the Re-enablement date January 31 of each year.
        - 1.3.2.1.1.1. Vendor must receive line item awards for the current year in order for their punchout to be re-enabled.
      - 1.3.2.2 This offering must be in the format utilizing cXML punch-out technology either through their own punch-out that the vendor maintains all catalog updates through.
      - 1.3.2.3 The bid attribute "Catalog Discount Pricing" is reflective that the "Vendor chooses to offer entire product(s) line in addition to line items awarded in the ESUCC Annual Buy Bid.
        - 1.3.2.3.1. Please provide definition of pricing term(s). i.e. Single primary discount rate or multiple discount rates by category."

1.3.2.4 Vendors will pay a 2% administrative fee for items not awarded on the ESUCC-20232 bid and offered through a punch-out catalog. This fee will be assessed on an annual basis in February for the previous year.

1.3.2.5 Vendors are not required to elect the Extended Purchasing Window to be eligible for this option.

1.4 ESUCC - Cooperative Purchasing represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 325,000 students. ESUCC - Cooperative Purchasing is currently in its 5th decade of operation. ESUCC - Cooperative Purchasing is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of the State of Nebraska.

## 2. ESUCC is a member of the following National Cooperative Purchasing organizations.

2.1 Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies / political subdivisions organized through a Memorandum of Understanding between all participating states. ESUCC is the Nebraska State agency that manages all AEPA contracts for its members.

### 2.2 Sourcewell

2.2.1 Member Name: ESU Coordinating Council

2.2.2 Sourcewell Member Number: 128838

2.3 This IFB is being conducted to offer the Schools of Nebraska and members the opportunity to purchase specific products from vendors as specified in the terms and conditions. ESUCC - Cooperative Purchasing reserves the right to award to multiple vendors if it is in the best interest of the ESUCC - Cooperative Purchasing or its ESUs, schools, and other members.

2.3.1 Vendors will agree to offer their product at a unique price to ESUCC - Cooperative Purchasing and the Educational Service Unit affiliated schools/members statewide. Bid award determination ~~shall will~~ be made, primarily, in regards to merchandise meeting or exceeding specifications at the lowest possible price from vendors with demonstrated ability to service participating Schools, Educational Service Unit's, Community or State Colleges, Municipalities and other members in the state. In other words, the bid will be awarded to the lowest, responsible bidder.

## 3. Time Lines

3.1 Bids must be received on or before Friday, December ~~10th 9th, 2021 2022~~ with the exception of the Electronics section which will be due on or before Friday, January ~~67, 20232~~. The bid closing time is 3:00 p.m., Central Standard Time. Be advised that any bid being submitted online at the closing time runs the risk of being disqualified if the bid closes while the bid is being uploaded. Bidders should allow ample time to submit bids.

3.2 All bids must be submitted electronically using the ESUCC - Cooperative Purchasing sourcing application. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-20232 bid.

3.3 Bids will be opened publicly and ~~simultaneously-sequentially~~ in the presence of bidders ~~and/or~~ their representatives beginning at 8:00 a.m. Central Standard Time, on designated dates as defined in "Key IFB Dates" or as soon as possible thereafter, in the Office of ESUCC - Cooperative Purchasing Directors ~~office~~, 412 W. 14<sup>th</sup> Ave, Holdrege, NE. Bids will also be awarded on dates defined in "Key IFB Dates" below, except as otherwise provided in this document.

3.4 Bids for the Electronics section will be opened publicly and ~~simultaneously-sequentially~~ in the presence of bidders ~~and/or~~ their representatives beginning at 8:00 a.m. Central Standard Time, on designated dates defined in "Key IFB Dates", or as soon as possible thereafter, in the Office of ESUCC - Cooperative Purchasing Directors ~~office~~, 412 W. 14<sup>th</sup> Ave, Holdrege, NE. Bids for Electronics will also be awarded on dates defined in "Key IFB Dates" below, except as otherwise provided in this document.

**Commented [CP1]:** Per NIGP recommendations in utilizing the word "shall". Federal law (Plain Writing act of 2010 plainlanguage.gov) does not allow the use of "shall" in contracts. Utilize "must" when it is mandatory. [https://www.faa.gov/about/initiatives/plain\\_language/articles/mandatory/](https://www.faa.gov/about/initiatives/plain_language/articles/mandatory/), <https://www.plainlanguage.gov/guidelines/conversation-al/shall-and-must/>

**Commented [CP2]:** Per NIGP discussion - **and/or' is not a real.** It is one or the other and cannot be both so pick one.

**Commented [CP3]:** Per NIGP discussion - **and/or' is not a real.** It is one or the other and cannot be both so pick one.

### 3.5 Key IFB Dates

3.5.1 Public Announcement of IFB	October 5, <del>2021</del> 2022 9:00 a.m. CST
3.5.2 Conference Call	October 14, <del>2021</del> 2022 2:00 p.m. CST
3.5.3 Deadline for Questions	November 15 <del>21</del> , <del>2021</del> 2022 4:00 p.m., CST
3.5.4 IFB Due Date & Time	December 4 <del>09</del> , <del>2021</del> 2022 3:00 p.m. CST (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.5 Deadline for Bid Bonds received	December 4 <del>09</del> , <del>2021</del> 2022 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.6 Awarding of Bids	December 12 <del>3</del> -15 <del>6</del> , <del>2021</del> 2022 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.7 Preliminary Awards & Review Period	December 19 <del>20</del> , <del>2021</del> 2022 – January 13, 2023 <del>2</del> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.8 Vendor Dispute Period	January 23-45, 2023 <del>2</del> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.9 Awards Finalized	January 56, 2023 <del>2</del> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.10 IFB Due Date & Time	January 76, 2023 <del>2</del> 3:00 p.m. CST (100 Electronics Section)
3.5.11 Deadline for Bid Bonds received	January 76, 2023 <del>2</del> (100 Electronics Section)
3.5.12 Electronics Section Awarded	January 94-104, 2023 <del>2</del>
3.5.13 Electronics Dispute/Review Period	January 112-134, 2023 <del>2</del>
3.5.14 Electronics Awards Finalized	January 178, 2023 <del>2</del>
3.5.15 Punchout Re-enablement	January 31, 2023 <del>2</del>
3.5.16 Bill Extended Catalog Orders	By January 31, 2023 <del>2</del>
3.5.17 Paper Buy Catalog Opens	February 2, 2022 <del>2023</del>
3.5.18 Annual Buy Catalog Opens	February 16, 2022 <del>2023</del>
3.5.19 Bill Punchout Catalog Orders	By February 28, 2022 <del>2023</del>
3.5.20 Paper Orders sent to vendors	March 17, 2022 <del>2023</del>
3.5.21 First Day for 400 Paper delivery	April 11, 2022 <del>2023</del>
3.5.22 Paper Buy Admin Fees billed	By April 14, 2022 <del>2023</del>
3.5.23 Annual Buy orders sent to Vendors	April 21 <del>0</del> , 2022 <del>2023</del>
3.5.24 First Day for Annual Buy delivery	May 23, 2022 <del>2023</del> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.25 Annual Buy Admin Fees billed	By June 1, 2022 <del>2023</del>
3.5.26 Delivery Deadline for 400 Paper	June 14, 2022 <del>2023</del>
3.5.27 Late delivery penalty 2% on Paper	June 15, 2022 <del>2023</del>
3.5.28 Vendor Notifies ESUCC of Outstanding/Backordered Items	June 22 <del>3</del> , 2022 <del>2023</del>
3.5.29 Paper Admin Fees due to ESUCC	July 7, 2022 <del>2023</del>
3.5.30 Earliest Possible payment due date	July 7, 2022 <del>2023</del> (45 Days from First Day for Delivery of Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.31 Delivery Deadline Annual Buy Items	July 24 <del>2</del> , 2022 <del>2023</del> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.32 Late delivery penalty 2%	July 25, 2022 <del>2023</del> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.33 Deadline to pay Admin Fees	August 9, 2022 <del>2023</del>

3.5.34 Late delivery penalty 4%	August 25, 2022
900)	(Sections 100, 200, 300, 500, 600, 700, 800, 850,
3.5.35 Vendor Bid bonds returned	September 1, 2022
3.5.36 Late delivery penalty 6%	September 25, 2022
	(Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.37 Overages picked up by Vendors	October 1, 2022

#### 4. Questions

4.1 The Bidder is responsible for asking any questions or obtaining any clarification regarding this solicitation or proposal prior to submission. Any inquiries should be directed to Craig Peterson coop@esucc.org, in writing (email only) or through ESUCC's sourcing application Ion Wave to be received no later than date defined in the "Key IFB Dates".

#### 5. Bidder Qualifications

5.1 All bidders that are awarded individual item contracts by ESUCC - Cooperative Purchasing, shall must comply and conform to all applicable Nebraska and Federal laws, regulations, standards, orders, or requirements including but not limited to the following:

5.1.1 Equal Employment Opportunity: The Bidder shall must comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as all other state and federal nondiscrimination laws and regulations, as may be updated from time to time.

5.1.2 Copeland "Anti-Kickback" Act: The Bidder shall must comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).

5.1.3 Lobbying: The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

5.1.4 Contract Work Hours and Safety Standards Act: The Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

5-1-45.1.5 Davis-Bacon: The Bidder agrees to follow the requirements of the Davis-Bacon Act, 40 U.S.C. § 3143, if the Bidder receives a "covered contract" under the Davis-Bacon Act.

5-1-55.1.6 Patent Rights: The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.

5-1-65.1.7 Copyrights and Right in Data: The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.

5-1-75.1.8 Access to Documents: The Parties and their grantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall must have access to any books, documents, papers, and records of the Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

5-1-85.1.9 Energy Policy and Conservation Act: The parties shall must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5-1-95.1.10 Clean Air and Federal Water Pollution Control Acts: The parties shall must comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

5-1-105.1.11 USDA Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices,

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and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

**5-1-115.1.12** Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

**5-1-125.1.13** To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

**5-1-12-15.1.13.1** Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

**5-1-12-25.1.13.2** Fax: (202) 690-7442; or

**5-1-12-35.1.13.3** Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

**5-1-135.1.14** Buy American: To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States

**5-1-145.1.15** Minority Business Owners: ESUCC will contract with minority-owned businesses, women's business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:

**5-1-14-15.1.15.1** Qualified small, minority, and women's businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.

**5-1-14-25.1.15.2** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.

**5-1-14-35.1.15.3** Establishing delivery schedules, where requirement permits, which encourage such enterprises

**5-1-14-45.1.15.4** Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.

**5-1-14-55.1.15.5** Require vendor, if subcontracts are to be let, to follow the above steps

**5-1-155.1.16** Debarment and Suspension: The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the [System for Award Management \(SAM\)](#). The Bidder, by signature to this IFB, certifies that neither the Bidder nor its key employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Bidder also agrees to include the above requirements in any and all sub-contracts into which it enters. The Bidder ~~shall~~**must** immediately notify the ESUCC if, during the term of this contract, Bidder becomes debarred. The ESUCC may immediately terminate consideration of the Bidder by providing Bidder written notice if Bidder becomes debarred during the term of the potential contract.

**5-1-165.1.17** State Letting Law - Neb. Rev. Stat. § 73-101 et seq. Vendors awarded a contract for a public work ~~shall~~**must** file with ESUCC - Cooperative Purchasing a statement as required by Neb. Rev. Stat. § 73-102. The statement ~~shall~~**must** indicate that the bidder is complying with and will continue to comply with fair labor standards in the pursuit of its business and in the execution of the contract upon which it is bidding. Failure to provide such a statement may result in the bid being disqualified. As used herein, "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the companies in the same business or field of endeavor as the bidder. If the requirements of this provision would increase the cost to the cooperative of merchandise, materials, supplies or services, this provision ~~shall~~**must** not be a requirement for bidding. Written Notification required from bidders opting out of this requirement due to increased costs to be received prior to bid close.

**5-1-175.1.18** Conflict of Interest - By submitting a proposal, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of

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interest related to this Invitation for Bid. The Bidder certifies that it ~~shall will~~ not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

~~5.1.19~~ Personnel Recruitment Prohibition - The Bidder ~~shall must~~ not, at any time, recruit or employ any employee or agent who has worked on the Request for Qualification or project, or who had any influence on decisions affecting the Invitation for Bid or project.

~~5.1.20~~ Nondiscrimination Laws: By submitting a bid, the Bidder agrees that it and its subcontractors, if any, ~~must not discriminate against any employee or applicant who is to be employed for performance of any bid award with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.~~

~~5.1.21~~ Federal Immigration Verification: The Bidder agrees that it ~~must use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska as the result of any bid award. If the Bidder employs or contracts with any subcontractor in connection with any bid award, the Bidder must include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska as a result of the bid award.~~

## ~~5.2~~ Debarment

~~5.2.1~~ Debarment Requirements: ~~Submission of a bid is certification that the vendor and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.~~

## ~~5.1.22~~

## ~~5.3~~ Public Records

~~5.3.1~~ Public Records: ~~The Bidder Vendor acknowledges that ESUCC must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include vendor's bid documents and all records created and maintained in relation to it. By submitting this bid, Bidder agrees and acknowledges that any materials submitted in the bid, and any subsequent documents received by the ESUCC, may be disclosed in response to a public records request.~~

## ~~5.3.25.1.23~~

~~5.3.35.1.24~~ The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

~~5.3.45.1.25~~ Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

~~5.3.55.1.26~~ Neither Bidder, nor any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985

~~5.3.65.1.27~~ Reporting Notice - The parties ~~shall must~~ adhere to the United States Department of Education, and any other federal agency's requirements and regulations that pertain to reporting. This includes, but is not limited to, 34 CFR Part 80.

~~5.3.75.1.28~~ Record Retention - The parties ~~shall must~~ retain all required records for at least three (3) years after the purchasing party makes final payment and all other pending matters are closed.

## 6. Bid Submission

6.1 All bids must be submitted electronically through the ~~ESUCC sourcing application~~ ESUCC - Cooperative Purchasing's hosted sourcing application service at <https://esucc.ionwave.net/> via the Internet. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-~~2022~~2023 bid. Submitting a bid using via hard copy will render the bid non-

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responsive and therefore disqualified. Hard copies or facsimile bid responses will not be accepted under any condition. All vendors will be able to access the bid from the system as long as you have pre-registered with ESUCC Cooperative Purchasing.

## 6.2 Special Notes:

6.2.1 Orders will be submitted directly from Nebraska Schools, ESUs, or other member agencies. Orders may be submitted by School District, Building, College Campus(s), or other Agencies. Vendors may receive multiple purchase orders from School Districts/Members and multiple ship to locations per School District/Campus/Members. A list of the previous year's ship to locations will be provided as an attachment to the bid for bidder reference. Additional locations may be added without notifying winning bidder. Please plan accordingly.

6.2.2 Bidders awarded item 400140(per case), 400141(per pallet), ~~and/or~~ 400135 agree to provide orders shipped to Cass, Douglas, Sarpy and Washington County a \$.50 per case freight discount from awarded price on these items.

6.2.3 Special Notes for cut paper (400 section): Vendors may begin delivery of paper on the date for "First Day for 400 Paper delivery" defined in the "Key IFB Dates". Late deliveries will be subject to late delivery penalties (2% per month). Payment terms are Net 45 days upon completion of entire PO.

6.2.4 All bids must be prepared on a prepaid, FOB Destination Tailgate basis. No payments for transportation charges, of any kind, will be allowed, unless otherwise specified.

~~6.2-46.2.5~~ Vendors must identify all miscellaneous packaging with labels or markings on the boxes. ESUCC affiliated Schools and members will not be responsible for erroneous reporting of shortages due to unidentified miscellaneous packaging.

~~6.2-56.2.6~~ Vendors must deliver ordered quantities ONLY. Bidders are responsible for picking-up all overages by date defined in the "Key IFB Dates" section. All overages not picked-up by this date will be retained at no cost by ESUCC or its affiliate members.

~~6.2-66.2.7~~ Vendors must deliver all required cables, straps, and accessories with the respective product. Do not ship accessories on separate delivery dates or packaged with unrelated items.

**Commented [CP23]:** Per NIGP discussion - **and/or'** is not a real. It is one or the other and cannot be both so pick one.

## 7. Type of Contract: ANNUAL BUY

7.1 The Annual Buy bid provides the vendor the opportunity to bid in (10) ten product categories:

7.1.1 Electronics and Supplies

7.1.2 General Supplies

7.1.3 Furniture

7.1.4 Copier Paper

7.1.5 Maintenance-Shop Supplies

7.1.6 Health and Safety Supplies

7.1.7 Athletic Equipment and Supplies

7.1.8 Hot Lunch Equipment and Supplies

7.1.9 Science Equipment and Supplies

7.1.10 Art Equipment and Supplies

7.2 Bidders may bid on any or all of the categories listed.

7.3 All "Annual Buy" individual item contracts are awarded for FOB Destination tailgate delivery to school districts and members in Nebraska or as designated by the Ship to address on each order (unless optional delivery method is selected for the 400 Copier Paper). All orders will be submitted electronically to the awarded vendor, after order aggregation is complete from the member school district and other members or any of its designated staff or for aggregated orders by the designated date. All orders will be submitted electronically to the awarded vendor by date defined in the "Key IFB Dates" section. Any vendor that can receive purchase orders via cXML data will be assisted to accommodate this process by ESUCC - Cooperative Purchasing and Equal Level. Awarded parties unable to receive cXML data will receive orders via email at an email account designated by the awarded vendor by replying to the Attribute "Order Delivery Contact Email".

## 8. Bid Bond Requirement

The undersigned bidder hereby agrees to submit a **bid bond**, on or before the “Bid Submittal Deadline”, from a reputable surety company in the amount of \$2,500.00 or a bid bond in the form of cash, certified check, or money order, in the amount of \$2,500.00. Upon awarding the bids the amount of the bid bond, if cash, certified check, or money order, will be returned to said bidder once all product is received. The bid bond ~~shall-must~~ be conditioned upon honoring said bid if awarded to said bidder and ~~shall-must~~ be in favor of ESU Coordinating Council.

Bid Bonds should be mailed to:  
ESU Coordinating Council  
1292 East 4th Street  
Ainsworth, NE 69210

## 9. Terms and Conditions

The submission of bids to ESUCC - Cooperative Purchasing ~~shall-must~~ be the consideration for this agreement. The undersigned bidder hereby agrees to honor bid prices regardless of quantities and said bidder agrees that guaranteed quantities are not a condition of this bid. The undersigned upon the execution of this document hereby agrees to the Terms and Conditions of this bid and ESUCC - Cooperative Purchasing agrees to accept such bids under the following conditions.

### 9.1 Delivery

- 9.1.1 All items bid upon are for FOB Destination Tailgate delivery to participating school districts ~~and/or~~ individual school buildings of the Nebraska ESU’s or any entity by statute ESU’s/ESUCC may serve. Winning bidders, in compliance with bid bond requirements, may begin deliveries no earlier than “First Day for Delivery” defined in the “Key IFB Dates.”
- 9.1.2 Vendor must notify the respective “ship to” destination 48 hours in advance of delivery to schedule and insure a delivery time. Failure to schedule a delivery appointment with 48-hour lead-time may result in refusal to receive shipment until appropriate arrangements can be made. ESUCC - Cooperative Purchasing, Schools, or members and its receiving locations will not be responsible for any costs incurred for winning bidder’s ~~and/or~~ their designated shipper’s failure to make delivery appointments.

### 9.2 Package/Lot Bids

- 9.2.1 When a Package/Lot BID is requested, a respondent is expected to bid each and every item within the Package/Lot, and the award will be made based upon the "Total Package Bid" calculation for the stipulated Package. The calculation for “PACKAGE BIDS” will be evaluated on a weighted average basis based on the previous year’s sales volume. Each bidder will be responsible for the accuracy of each "Total Bid Package”. If the package bid for the current year does not have previous year sales volumes to compare then the package will be awarded based on the low bid of the entire package.
- 9.2.2 In the event that not all items within a Package/Lot can be sourced by the respondent, ESUCC - Cooperative Purchasing reserves the right to omit items from the calculation in the event that the removal from the package/ lot is in the best interest of the previous year’s order quantities and the pricing calculation.

### 9.3 Quantities

- 9.3.1 ESUCC - Cooperative Purchasing is hereby not stipulating estimated quantities of merchandise for bidding. There is no guarantee that quantities will be greater or smaller than those purchased in prior years. Bidders submitting ~~bids-responses~~ with stipulations, ~~and/or~~ conditions on quantities or awarded dollar amounts by line item, category, or total order will be disqualified from consideration for award. The undersigned bidder hereby agrees to honor bid prices and shipments regardless of quantities or dollar volume actually determined following bid awards, and said bidder hereby agrees that guaranteed purchase order quantities or dollar amounts are not a condition of this bid.

### 9.4 Bid Award Determination

- 9.4.1 The ESUCC - Cooperative Purchasing Awards Committee ~~shall-may~~ award contracts to the lowest responsible bidders, as determined by the Awards Committee in its sole discretion. In the event of a tie the

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award ~~shall-will~~ be determined by a public coin flip, to establish the winner unless one of the involved bidders has been designated a Nebraska resident bidder in which event said bidder ~~shall-will~~ be automatically declared the winner. The Committee, however, reserves the right to award an additional selection whenever a substantial brand-name preference has been indicated by the participating schools and when it is determined that said brand-name bid is competitive in price. The undersigned bidder hereby agrees to these bidding conditions by submitting this signed document on or before the Bid Closing date as specified below.

- 9.4.2 ~~Notwithstanding anything to the contrary in Paragraph 9.4.1, the~~ ESUCC - Cooperative Purchasing reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of ESUCC - Cooperative Purchasing.
- 9.4.3 Preliminary awards will be available during the “Vendor Review Period of Awards” defined in “Key IFB Dates”. Vendors will have until the end of the “Vendor Review Period” to review awards. Please note that during portions of this review period the offices of ESUCC - Cooperative Purchasing will be closed. Vendors may formally dispute awards, in writing, to ESUCC - Cooperative Purchasing during the “Vendor Dispute Period” defined in “Key IFB Dates”. Disputes will be reviewed and vendors will be notified of decisions. Final Bid Awards will be available as defined in “Key IFB Dates”.

#### 9.5 Warranties and Specifications

- 9.5.1 The Company receiving the award ~~shall-will~~ be responsible for providing the manufacturer's standard warranty or other in-state warranty service facility to the schools, educational service units, and other members.
- 9.5.2 Every item bid will include all attachments normally supplied with the machine by the manufacturer or vendor and none ~~shall-must~~ be omitted when shipped.
- 9.5.3 Complete product specification sheets ~~and/or~~ brochures must be submitted when requested and can be submitted electronically through the [ESUCC sourcing application](#) per Response Attachments. Failure to provide said specification sheets could disqualify the bid. All product specifications must be submitted on or before the Bid Closing date and must be clearly identified with the vendor's name and the ESUCC - Cooperative Purchasing Item Number.

#### 9.6 Product Safety Information

- 9.6.1 Bidders are responsible to ensure that all equipment meets applicable safety codes and that all electrical equipment bids will be Underwriters Laboratory Certified. The awarded vendor must, upon request, provide data that substantiates that the items bid are not hazardous or toxic in the manufactured condition as to asbestos content. etc. The vendor further agrees to provide proper Safety Data Sheets (SDS), as required by law, with products upon delivery.

#### 9.7 Service Manuals and Product Nomenclature

- 9.7.1 Operator's manuals should be supplied for all items when shipped. The vendor agrees to make service manuals available, at a reasonable cost, to Schools, Educational Service Units and members upon request.
- 9.7.2 The ASA code or other lamp nomenclature ~~shall-must~~ be specified by the vendor for each type of projection equipment to facilitate projection lamp stocking at all schools and Educational Service Unit's repair facilities.

#### 9.8 “Equivalent to” Item Specifications

- 9.8.1 When an item specification lists “Equivalent to”, bidders may submit a single “equivalent to” item. However, each bidder is restricted to one item submitted per item number unless the ESUCC - Cooperative Purchasing staff provide the ability of offering an alternate through the sourcing application. Multiple submissions on a single line item will not be considered and will automatically disqualify that bidder from all award consideration for that item number if an alternate hasn't been enabled through the sourcing application.
- 9.8.2 ESUCC - Cooperative Purchasing recommends that vendors submit requests for “alternative brand name approval” in the “annual bid specification review period” scheduled in August and September of each year.

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9.8.3 Whenever the word "ONLY" follows the specific brand, ~~and/or~~ model name ~~and~~/or number, equivalents will not be accepted and should not be submitted.

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#### 9.9 Samples

9.9.1 Samples, when required, must be submitted within the time specified at the bidder's expense. Whenever the notation "SAMPLE REQUIRED" is made, a sample must be submitted for the bid to be considered. Each sample and specification sheet must be provided on or before the bid closing date. Each sample and specification sheet must be labeled with the name of the vendor/manufacturer submitting the sample for consideration and the ESUCC - Cooperative Purchasing item number. If not consumed by testing, samples will be returned upon written request only at the expense of the bidder. All samples will become the property of ESUCC - Cooperative Purchasing if a written "Return Request" is not submitted with the sample. Samples and specification sheets not properly labeled may not be considered in the bid award.

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9.9.2 Previous year awards will not be used to determine current year awards. A sample must be submitted for all specifications that indicate "Sample Required" and current "specification sheet" must be submitted when indicated. Failure of a bidder to do so may result in disqualification for that item.

#### 9.10 Payment Terms

9.10.1 Payments will be made to vendors directly from Schools, Educational Service Units, and members. All payment terms are Net 45 based on product received date by members. The first possible day of delivery is defined in "Key IFB Dates", and, the earliest payment due date is also defined in "Key IFB Dates". All Purchase Orders must be delivered and verified 100% complete and accurate before they will be considered payable. Any product not received by "Delivery Deadline for Items" as defined in "Key IFB Dates" will be subject to late shipment penalties and should be adjusted on the member invoices accordingly.

9.10.2 A "late delivery" penalty fee of 2% ~~shall-must~~ be deducted from a member's final invoice for deliveries made after "Delivery Deadline for Items" and "Delivery Deadline for Paper". An additional 2% per month "late delivery" penalty fee will be assessed for deliveries made for any part of each month on the total dollar amount of all undelivered merchandise. Members must communicate in writing non-receipt of product(s) to vendors at a minimum of one week prior to the delivery deadline or if the deadline has passed the vendor ~~shall-will~~ have 14 days to deliver product without penalty after receiving communication of non-delivery of items from member.

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9.10.3 A bidder is in default for any merchandise not delivered by end of day for "Delivery Deadline for Items" and "Delivery Deadline for Paper" as defined in "Key IFB Dates" and any ESUCC - Cooperative Purchasing member may, at their option, purchase the merchandise elsewhere on such terms and at such prices as available or cancel the item. Upon default by a bidder, the bidder and the surety named in the bid bond ~~shall will~~ then become liable to ESUCC - Cooperative Purchasing for the difference of the total amount between the total cost of the replacement merchandise and the total bid of the undelivered merchandise, and any additional administrative costs and expenses of ESUCC - Cooperative Purchasing or members.

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#### 9.11 Lost and Damaged Merchandise

9.11.1 The awarded vendor ~~shall-must~~ accept full responsibility and pay for return shipping charges on any item received by a school, Educational Service Unit, or member that is found to be deficient in quality, defective in packaging, fails to meet specifications or is an unauthorized substitution so as to render the item unsuitable for its intended purpose.

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#### 9.12 Discontinued Items/Model Changes/Cancellations

9.12.1 Bidders are responsible for bidding items and model numbers that are current. Winning bidders are responsible for notifying, in writing ESUCC - Cooperative Purchasing, of any model changes prior to shipment of product, addressed to coop@esuucc.org. These written notifications are subject to approval from ESUCC - Cooperative Purchasing. Items delivered prior to any notification of changes are subject to rejection at receiving without prior notice.

~~9.12.19.12.2~~ Discontinued items bidders will be required to submit a letter from the Manufacturer (Producer, Creator, Maker, etc.). Wholesaler or produce an original email showing all communications about discontinued item. Email must show Subject, From, To and Date headers to be an accepted form of communication. A message cut and pasted into another email will not be acceptable.

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~~9.12.29.12.3~~ By bidding an item, the bidder is accepting responsibility for delivering that item if awarded. Bidders will be responsible for finding an acceptable replacement of equal or greater quality for all discontinued or cancelled items. Failure to provide a suitable replacement ~~shall-will~~ result in ESUCC - Cooperative Purchasing deducting the cost of having to secure acceptable replacements from winning bidders bid bond.

#### 9.13 Late Shipments

9.13.1 Vendor is responsible to notify, in writing, ESUCC - Cooperative Purchasing [coop@esucc.org](mailto:coop@esucc.org) of any late or delayed shipments as soon as the vendor is aware of this information. On date noted in "Key IFB Dates", vendors must submit to ESUCC - Cooperative Purchasing a complete list of all items that have yet to be shipped and an estimate, by line item and delivery location, of expected delivery dates.

9.13.2 ESUCC - Cooperative Purchasing and its affiliates reserve the right to cancel the whole or any part of this agreement due to failure by the vendor to carry out any obligation, term or condition of the agreement.

9.13.3 ESUCC - Cooperative Purchasing will issue written notice to the vendor for acting or failing to act in any of the following:

- 9.13.3.1 The vendor provides material that does not meet the specifications of the agreement;
- 9.13.3.2 The vendor fails to adequately perform the services set forth in the specifications of the agreement.
- 9.13.3.3 The vendor fails to observe any of the terms and conditions of the agreement.
- 9.13.3.4 The vendor fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by ESUCC - Cooperative Purchasing.

9.13.4 ESUCC - Cooperative Purchasing reserves the right to cancel, or suspend the use thereof, any agreement resulting from this IFB if the vendor files bankruptcy protection, or is acquired by an independent third party. Upon receipt of the written notice, the vendor ~~shall-will~~ have ten (10) business days to provide a satisfactory response to ESUCC - Cooperative Purchasing. Failure on the part of the vendor to address adequately all issues of concern may result in cancellation of the agreement.

#### 9.14 Inspections and Acceptance

9.14.1 Inspection and acceptance will be at the member delivery destination unless specified otherwise, and will be made at the ship to address by a duly authorized representative. Until delivery and acceptance, and after any rejection, risk of loss will be the vendors unless loss results from negligence by the receiver.

#### 9.15 Electronic Procurement System

9.15.1 ESUCC - Cooperative Purchasing and its members will issue orders for supplies, equipment and services utilizing an electronic procurement system.

#### 9.16 General Information

9.16.1 Sales Summary Reports will be provided reflecting a vendor's total catalog sales upon request only.

#### 9.17 Multiple Awards

~~9.17.1~~ In order to assure that any bid award will allow ESUCC - Cooperative Purchasing to fulfill current and future requirements, ESUCC - Cooperative Purchasing reserves the right to award bids to multiple vendors. The actual use of any bid award will be at the sole discretion of ESUCC - Cooperative Purchasing affiliated schools, ESU's or members. Each vendor should take into account the fact that ESUCC - Cooperative Purchasing may consider multiple awards. It is at the discretion of ESUCC - Cooperative Purchasing to make multiple bid awards, to award only one bid, or to make no awards.

#### 9.18 Bid Preparation and Submission

~~9.18.19.17.1~~ All bids must be submitted through the ESUCC - Cooperative Purchasing's hosted sourcing application service at <https://esucc-ionwave.net/> via the Internet. All vendors will be able to access the bid from the system as long as you have pre-registered with ESUCC - Cooperative Purchasing. Submitting a bid using the hard copy will render the bid non-responsive and therefore disqualified. All bids are to be prepared

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on a prepaid, FOB Destination Tailgate basis. No payments for transportation charges, of any kind, will be allowed, unless otherwise specified.

#### 9-199.18 Governing Law

9-19.19.18.1 This IFB, any resulting contracts, and the vendor's performance will be governed by and construed in accordance with the laws of the State of Nebraska.

#### 9-209.19 Publicity

9-20.19.19.1 ESUCC does not endorse the goods or services of the vendors. Except for listing ESUCC as a client during the term of any award or related contract, news releases or other publicity concerning the award or contract must not be made by the vendor without the prior written approval of ESUCC.

#### 9-21 Nondiscrimination

9-21.1 By submitting a bid, the vendor agrees that it and its subcontractors, if any, shall ~~must~~ not discriminate against any employee or applicant who is to be employed for performance of any bid award with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

#### 9-22 Employment Eligibility Verification

9-22.1 The vendor agrees that it shall ~~must~~ use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska as the result of any bid award. If the vendor employs or contracts with any subcontractor in connection with any bid award, the vendor shall ~~must~~ include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska as a result of the bid award.

#### 9-239.20 Disqualification of Bidders

9-23.19.20.1 Vendors may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:

9-23.1.19.20.1.1 ESUCC Cooperative Purchasing has reason to believe that vendors have engaged in collusion.

9-23.1.29.20.1.2 The vendor ~~has indicated possible is interested in~~ any litigation against the ESUCC, the Cooperative, or any of its ESUs or their member school districts.

9-23.1.39.20.1.3 The vendor is in arrears on any existing contract or has defaulted on a previous contract.

9-23.1.49.20.1.4 The vendor has uncompleted work which, in the judgment of the ESUCC, will prevent or hinder its ability to complete this project, if it were awarded to the Vendor.

#### 9-249.21 Non-Responsive Bids

9-24.19.21.1 A vendor that fails to respond to any request for information may be deemed non-responsive and its bid may not be considered for the award.

#### 9-259.22 Debarment

9-25.19.22.1 ~~Submission of a bid is certification that the vendor and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.~~

#### 9-269.23 Public Records

9-26.19.23.1 ~~Vendor acknowledges that ESUCC must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include vendor's bid documents and all records created and maintained in relation to it.~~

#### ~~9-23.2~~

#### 9-279.24 Electronic Bid Protocol

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9-27-19 24.1 All bids and modifications thereof, shall will not be viewable until the day and time indicated in the bid. A "Close Date & Time" time will be displayed for all types of bids. No bid can be received or modified after the "Bid Close Date & Time" designated for whatever reason.

9-27-29 24.2 Because of the availability of electronic bidding, ESUCC - Cooperative Purchasing reserves the right to postpone the electronic Bid Closing due to electrical or communication problems on our end or with a hosted server, due to accidents or acts of God. Bidders must mail or electronically submit information as requested by ESUCC - Cooperative Purchasing either through USPS, FedEx, UPS, other courier services or through the ESUCC sourcing application. A Digital signature is required to validate the bid. By submitting your response, you certify that you are authorized to represent and bind your company. Neglecting to provide the information requested on the "Response Submission" tab of each bid constitutes a Digital Signature and will result in disqualification of the bid.

9-289 25 Piggyback Clause.

9-28-19 25.1 For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state that has executed an interlocal agreement with ESUCC.

## 10. Indemnification

10.1 Bidder agrees to indemnify, defend, and hold harmless the ESUCC and/or its member agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

10.2 Bidder represents and warrants that the contents of this response to Invitation for Bid and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Bidder represents and warrants that Bidder has they have full power and authority to execute this Copyright Release and to grant the ESUCC and/or its member agencies the right granted herein.

## 11. Tariffs

11.1 In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract requirements shall must be equitably adjusted by written amendment of the contract. A change in price of an item of material or good shall will be considered significant when the price of an item increases 5 percent between the date of execution of the contract and the date of catalog publishing February 1, 2023. The price amendment shall must be effective only as long as the tariff is in effect. The intent of the adjustment is to hold the vendor harmless from the impact of the tariff, but the price adjustment is in no way intended to provide or guarantee the same percentage of profit. The vendor shall must provide documentation that is satisfactory to ESUCC to support any claim under this section. In addition, ESUCC shall will have the right to request a cost analysis vs. price analysis for each change in tariff adjustment request. In the event that the parties are unable to reach an agreement regarding a contract amendment under this section, either party has the option to terminate the contract, bid award or re-award the item to the next low bid.

Sign: \_\_\_\_\_

Kraig Lofquist  
Executive Director

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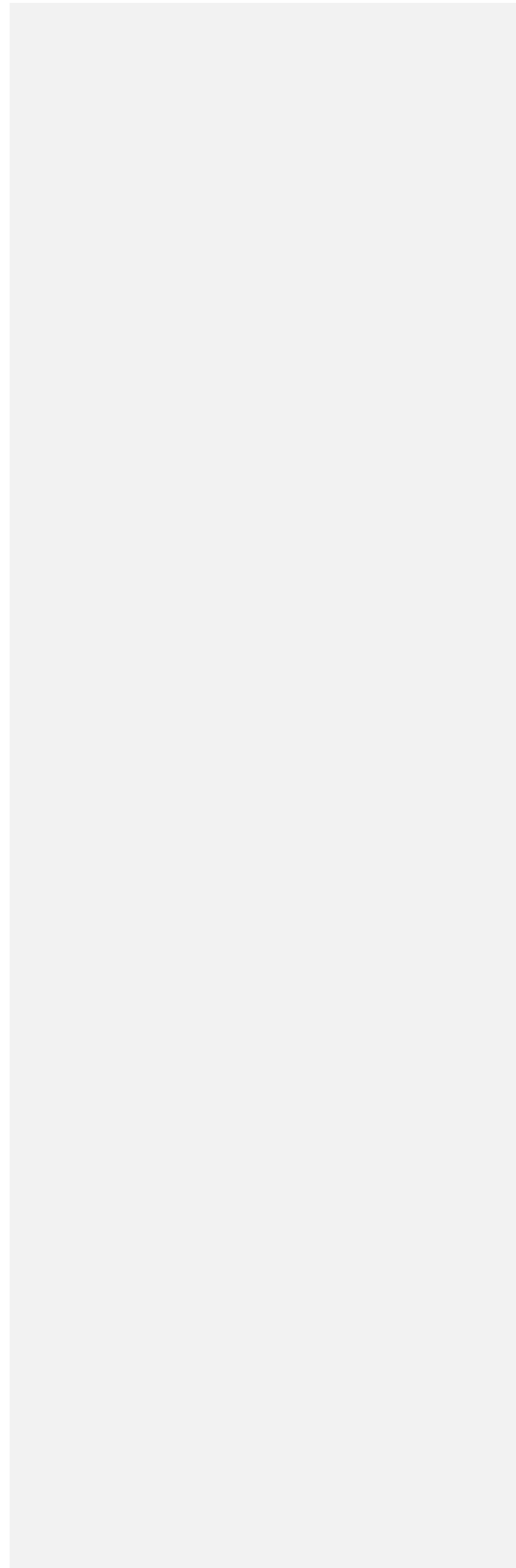
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**Commented [CP56]:** Per NIGP recommendations in utilizing the word "shall". Federal law (Plain Writing act of 2010 plainlanguage.gov) does not allow the use of "shall" in contracts. Utilize "must" when it is mandatory. [https://www.faa.gov/about/initiatives/plain\\_language/articles/mandatory/](https://www.faa.gov/about/initiatives/plain_language/articles/mandatory/)

Terms and Conditions reviewed on: \_\_\_\_\_



**RESOLUTION**

WHEREAS, on September 8, 2022, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Two Rivers Public Health Department to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC’s Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC’s Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ this 8th day of September, 2022.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	Dr. Bill Heimann	___	___
ESU 2:	Dr. Ted DeTurk	___	___
ESU 3:	Dr. Dan Schnoes	___	___
ESU 4:	Gregg Robke	___	___
ESU 5:	Dr. Brenda McNiff	___	___
ESU 6:	Dr. John Skretta	___	___

	Name	<u>Yes</u>	<u>No</u>
ESU 7:	Dr. Larianne Polk	_____	_____
ESU 8:	Corey Dahl	_____	_____
ESU 9:	Drew Harris	_____	_____
ESU 10:	Dr. Melissa Wheelock	_____	_____
ESU 11:	John Poppert	_____	_____
ESU 13:	Dr. Laura Barrett	_____	_____
ESU 15:	Paul Calvert	_____	_____
ESU 16:	Deb Paulman	_____	_____
ESU 17:	Geraldine Erickson	_____	_____
ESU 18:	Dr. Sarah Salem	_____	_____
ESU 19:		_____	_____

## **INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING**

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Two Rivers Public Health Department, commonly known as Two Rivers Public Health Department ("TRPHD"). The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and TRPHD desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, TRPHD will participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

**2. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**3. Purpose.** The purposes of this Agreement are as provided in the Recitals and paragraph 6.

**4. Term.** This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

**5. Administration Agency 1.** The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**6. Administration Agency 2.** TRPHD Health Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**7. Bids and Contracts.** Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

**8. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

**9. Financing and Budgeting.** Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

**10. Expenses.** Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

**11. Taxes.** This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

**12. Nondiscrimination.** The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure,

terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**13. Employment Eligibility Verification.** The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**14. Termination.** Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

**15. Withdrawal.** An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

**16. Insurance.** Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

**17. Notice.** Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC  
Attn: Executive Director  
6949 South 110th Street  
LaVista, NE 68128

TRPHD: TRPHD  
Attn: Jeremy Eschliman  
516 West 11<sup>th</sup> St, Suite 108B  
Kearney, NE 68845

Notice is effective only if the party giving the Notice has complied with this section.

**18. Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

**19. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**20. Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an

Agency must produce or account only for the executed counterpart of the Agency to be charged.

**21. Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

**22. Entire Agreement.** The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**23. Governing Law.** The Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. The parties shall comply with all Nebraska statutory and regulatory law.

**24. Choice of Forum.** All disputes will be finally resolved in the Courts of Buffalo County, State of Nebraska.

**25. Time is of the Essence.** Time is of the essence in this agreement. The acceptance of late performance with or without objective or reservation by TRPHD shall not waive any rights of TRPHD nor constitute a waiver of the requirement of timely performance of any obligations on the part of TRPHD.

**EDUCATIONAL SERVICE UNIT  
COORDINATING COUNCIL**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_,  
Kraig Lofquist  
Executive Director

\_\_\_\_\_

**TWO RIVERS PUBLIC HEALTH DEPARTMENT**

Signature: Jeremy J. Eschliman Date: 8/3/2002,

Jeremy Eschliman  
Health Director

Coop Directors report to ESUCC Board  
submitted by: Craig Peterson  
September 8, 2022

**1. Annual/Paper Buy**

- a. **Definition of the Annual Buy:** This is a line item bid were vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- b. **Annual Buy Supply Chain Issues**
  - i. We had 258 item Updates, Changes, issues reported this year (compared to 134 last year) with 19 directly impacted by Covid-19, down from 37 last year and 82 the year before.
  - ii. Cancelled items (19 total down from 45 last year) included the following due to numerous factors including Manufacturer Discontinued without a substitute, Items left in shopping cart from previous year, Manufacturer discontinued without replacement, Out of Stock from due to Manufacturer production issues, No longer manufacture product out of Steel (changed to aluminum) and Manufacturer having inventory challenges expected thru end of year.
    1. Items Impacted: Pre-Tape Spray, Surface Disinfectant System Wiper Bucket for Food-service, Post-It Notes - Dispenser Refills, Hi-Lighter - Assorted Accent Tank Style, Tennis Balls - Bucket, Ball Rack - Portable, Golf Balls - Range, Football Helmet Chinstrap, Wireless Presenter, Wireless keyboard, Hurdle - Elite - Steel, Football - Leather, Ring Binder - 3-Ring, Cartridge For 3M laminator, Laminator
- c. **Review of Sales Data over last Six years**
  - i. 2021-2022 – Annual Buy \$2,304,945.85; Paper Buy \$984,416.14
  - ii. 2020-2021 – Annual Buy \$2,190,174.03; Paper Buy \$672,037.21
  - iii. 2019-2020 – Annual Buy \$2,356,150.92; Paper Buy \$856,459.15
  - iv. 2018-2019 – Annual Buy \$2,280,138.82; Paper Buy \$957,712.43
  - v. 2017-2018 – Annual Buy \$2,407,565.41; Paper Buy \$866,109.76
  - vi. 2016-2017 – Annual Buy \$2,382,736.12; Paper Buy \$790,259.16
- d. **Annual Buy Terms & Conditions**
  - i. Yearly updates to the Terms & Conditions this year included:
    1. Updated dates
    2. Website update to <https://www.esucc.org/cooperative-purchasing/>

3. Changed reference to “shall” and replaced with “will” or “must” per an NIGP (National Institute of Governmental Purchasing) recommendation. [https://www.faa.gov/about/initiatives/plain\\_language/articles/mandatory/](https://www.faa.gov/about/initiatives/plain_language/articles/mandatory/), <https://www.plainlanguage.gov/guidelines/conversational/shall-and-must/>
4. Changed reference to “and/or” per NIGP recommendation. It is one or the other and cannot be both so pick one.
5. Changed opening of bids will be sequentially instead of simultaneously.
6. Reorganized some sections based on Perry Law Firm recommendations so all Federal/State requirements were located in one section.
7. Requirement for letters from Manufacturers when items are being discontinued versus when items are out of stock.
8. Minor wording changes recommended by Perry Law Firm

**2. ESUCC Marketplace**

- a. ESUCC Marketplace Sales
  - i. January 1, 2022 to August 29, 2022 - \$4,620,483.88
  - ii. January 1, 2021 to December 31, 2021 - \$4,225,591.97
  - iii. January 1, 2020 to December 31, 2020 - \$4,989,205.11
  - iv. January 1, 2019 to December 31, 2019 - \$4,470,323.01
  - v. January 1, 2018 to December 31, 2018 - \$4,449,044.40
  - vi. January 1, 2017 to December 31, 2017 - \$3,863,795.56
  - vii. January 1, 2016 to December 31, 2016 - \$4,070,589.58
- b. **Year over Year Marketplace purchases for April-July: includes year-round, Paper, and Annual Buy's**

	April	May	June	Jul
2016	\$2,657,808.25	\$104,289.71	\$38,602.03	\$61,078.34
2017	\$2,450,067.97	\$138,069.29	\$69,283.33	\$64,325.47
2018	\$2,513,162.25	\$214,344.20	\$245,532.73	\$97,504.18
2019	\$2,439,624.59	\$361,882.45	\$138,845.70	\$112,280.48
2020	\$2,589,289.80	\$359,508.36	\$200,182.23	\$379,309.39
2021	\$2,367,812.50	\$202,009.76	\$146,301.82	\$85,270.34
2022	\$2,544,910.59	\$256,236.76	\$185,013.44	\$108,358.05

**3. Special Buys**

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
- b. Addendum Swank Motion Pictures
  - i. Clarification of language that was in previous contract and left out inadvertently
    1. Paragraph 3 – Administration Fee
    2. Exhibit B – Payment Terms where ESUCC is the single billed entity and Admin fees are to be included in the price to members.
- c. JMC – Special Buy

- i. Student Information System - <https://www.esucc.org/contract/jmc-computer-service/446/>
  - d. Renaissance – KeyPhonics (Now StarPhonics) – Special Buy
    - i. StarPhonics is the first and only web-based assessment that screens and diagnoses 12 phonics categories and 102 specific target patterns. Designed for grades 1–6, StarPhonics can be administered either in-person or remotely and provides immediate reporting aligned to your reading curriculum. Built on Science of Reading research, StarPhonics gives educators specific information about students’ development of essential phonics components, including which students are struggling, which phonics patterns are secure, and which need more attention. With this information, they can plan targeted, appropriate instruction to meet every student’s needs. <https://www.esucc.org/contract/renaissance-learning-starphonics/444/>
  - e. ESU 3 NebSIS – Special Buy
    - i. NebSIS, a fully operational Student Information System including all licensing, hardware and backup costs. In addition to basic SIS functions, the contractor also provides at no additional cost:
      1. Online Enrollment
      2. Online Student Verification
      3. Teacher Gradebook Portal
      4. Parent Portal
      5. Rostering through Classlink
      6. SRS integrations
    - ii. <https://www.esucc.org/contract/nebsis/452/>
  - f. Acco Brands – Special Buy
    - i. ACCO Brands provides binding and laminating equipment, supplies and other office supplies, including and not limited to air purifiers and other service of office machines. Annual Buy vendor that missed the bid submission deadline and wanted to provide lower pricing to schools.
  - g. Addendum Senso
    - i. Addition of:
      1. Senso Class Instructor - Lite version of our classroom management software to support districts looking for base tools for teachers. Tools included are Live Thumbnail viewing, Lock Screen, Launch Website, Close Active Tab
      2. Senso rostering integration fee for Clever

#### 4. AEPA

- a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to

the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

- b. **IFB #023 Solicitations released on August 2 in the following categories**
  - i. School & Instructional Supplies (Rebid of current category)
  - ii. Athletic Equipment & Supplies (Rebid of current category)
  - iii. Maintenance, Repair & Operations (MRO) - (Rebid of current category)
  - iv. Office Supplies - (Rebid of current category)
  - v. Custodial Supplies & Equipment - (Rebid of current category)
- c. **RFP #023 Proposals released on August 2 in the following categories**
  - i. Technology Buyback Service (New Category)
  - ii. Audio Visual Integration Services (New Category)
- d. **Winter Meeting** – November 28-30, 2022 – Atlanta, GA

## 5. Marketing

- a. 58 Campaigns sent since May 3<sup>rd</sup>
  - i. Industry Average Open rate is 19.23% provided by MailChimp
  - ii. Highest Open rate was 58.33% [2022 Adobe VIP Renewal - No Order 2nd Notice](#) – sent to specific users (72 total) that hadn't placed an order yet on July 11, 2022.
  - iii. Lowest Open rate was 27.3% [\[Re-sent\] 2022 Adobe VIP Renewal - No Order](#)
  - iv. Open rates range from 27.3% to 58.33% since May 3<sup>rd</sup>
- b. **Engagement of Subscribers**
  - i. 53% Often – Percentage of subscribers who are highly engaged and often open and click your emails
  - ii. 13% Sometimes – Percentage of subscribers who are moderately engaged and sometimes open and click your emails
  - iii. 24% Rarely – Percentage of subscribers who are not very engaged and rarely open and click your emails

## 6. Additional Information & Meetings

- i. Communications with the following vendors/organizations throughout the Summer months: Renaissance Learning, Voss Lighting, Newsela, AEPA Website Committee, Adobe Support, CDW-G, Milford Public Schools, Microsoft, School Specialty, ESUCC All Staff retreat, AEPA Equal Level Users Group, Formative, Medicaleshop, Really Good Stuff, Staples, Quill, AEPA Executive Director George Wilson, Torsh, Columbus Public Schools, Bellevue Public Schools, AEPA Executive Committee, Rule 84 Meeting, Sysco, Gretna Public Schools, AEPA Office Supplies Committee, Kami
- ii. Conferences:
  - 1. Great Plains Summit
  - 2. School Nurses Conference
  - 3. Sysco Food Show
  - 4. NCSA Administrator Days

## September 2022 Coop Committee Report- Colleen

### 2020-21 Sales Summary

**Total Sales:** \$20,812,176.14 (down \$802k from 2020-21)

**Total Savings:** \$6,707,437.22 (up 61k from 2020-21)

**Average Savings % - 32.23%** (up 1.48% from 2020-21)

**\*\*\*SIMPL- 4 years sales data available\*\*\***

### 2022-23 Food Program Participation Summary

- **2022-23 Participants:** 121
- **Spend Commitment:** \$8,455,032.88
- **Non-Renewals:** 5
  - Potter-Dix Public Schools
  - York Public Schools
  - Seward Public Schools
  - St Patrick Elementary School- McCook
  - Messiah Lutheran Elementary School- Lincoln
- **New Participants:** 10
  - Anselmo-Merna Public Schools
  - Arnold Public Schools
  - Crawford Public Schools
  - Fillmore Central Public
  - Maywood Public Schools
  - Osceola Public Schools
  - Santee Community Schools
  - Southwest Public Schools
  - Thedford Public Schools
  - Weeping Water Public Schools

### Previous Years

- **2021-22 Participants:** 120
  - **Spend Commitment:** \$7,792,210.77
  - **Actual Total Sales:** \$6,662,538.69
  - **Number of purchasing schools:** 115
  - **1% Rebate Paid:** \$38,161.28
  - **Total # Schools Qualified for rebate:** 58

- **2020-21 Participants: 111**
  - **Spend Commitment: \$7,101,491.30**
  - **Actual Total Sales: \$6,492,727.97**
  - **Number of purchasing schools: 108**
  - **1% Rebate Paid: \$39,371.26**
  - **Total # Schools Qualified for rebate: 52**
  
- **2019-20 Participants: 113**
  - **Spend Commitment: \$7,121,155.26**
  - **Actual Total Sales: \$5,630,776.46**
  - **% of sales/ commit: 79%**
  
- **2018-19 Participants: 114**
  - **Spend Commitment: \$7,507,251.19**
  - **Total Sales: \$5,351,985.00**
  - **% of sales/ commit: 71%**
  
- **2017-18 Participants: 114**
  - **Spend Commitment: \$7,101,278.38**
  - **Total Sales: \$5,392,099.59**
  
- **2016-1 Participants: 111**
  - **Spend Commitment: \$6,892,280.20**
  - **Total Sales: \$5,017,842.73**



2021-22

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By Entity

---

<u>Program</u>	<u>Member Cost</u>	<u>Savings</u>
College	\$166,632.47	\$82,713.90
Other	\$45,522.22	\$12,990.15
Private	\$1,892,067.00	\$565,898.54
Public	\$18,707,954.46	\$6,045,834.63
<b><u>Grand Totals</u></b>	<b><u>\$20,812,176.15</u></b>	<b><u>\$6,707,437.22</u></b>



2021-22

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By ESU

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<u>ESU #</u>	<u>Member Cost</u>	<u>Savings</u>
00	\$581,382.10	\$202,635.96
01	\$1,801,072.63	\$505,274.50
02	\$1,975,326.29	\$551,956.23
03	\$2,256,066.68	\$759,631.31
04	\$858,635.23	\$272,298.28
05	\$819,914.34	\$220,311.73
06	\$3,062,848.40	\$882,024.41
07	\$1,416,420.77	\$558,492.25
08	\$842,832.17	\$357,894.39
09	\$957,639.21	\$291,841.19
10	\$1,944,521.01	\$658,885.81



2021-22

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By ESU

---

<u>ESU #</u>	<u>Member Cost</u>	<u>Savings</u>
11	\$696,039.08	\$244,040.63
13	\$1,429,928.91	\$495,361.05
15	\$280,644.10	\$87,725.50
16	\$460,385.15	\$147,631.46
17	\$224,413.50	\$78,434.17
18	\$657,350.95	\$171,109.41
19	\$379,731.31	\$138,728.48
20	\$164,469.67	\$82,294.61
CC	\$2,554.64	\$865.83
<b><u>Grand Totals</u></b>	<b><u>\$20,812,176.15</u></b>	<b><u>\$6,707,437.22</u></b>



2021-22

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By Program

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<u>Program</u>	<u>Member Cost</u>	<u>Savings</u>
AEPA	\$5,823,488.33	\$1,822,754.90
Annual Buy	\$2,304,945.85	\$896,367.83
Annual Buy Punch Out	\$30,942.41	\$5,460.43
Custodial Buy	\$1,775,673.44	\$974,560.99
Extended Buy	\$3,639.58	\$1,635.17
Food Buy	\$6,662,538.69	\$1,178,390.16
Paper Buy	\$984,416.14	\$230,912.43
Special Buy	\$3,226,531.71	\$1,597,355.31
<b><u>Grand Totals</u></b>	<b><u>\$20,812,176.15</u></b>	<b><u>\$6,707,437.22</u></b>



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 09**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
01-0090	Adams Central Public Schools	Hastings	30,294.41	15,599.79
09-0010	Ainsworth Community Schools	Ainsworth	65,656.43	24,548.04
09-05	Alice M Farr Library	Aurora	119.85	61.68
28-0709	All Saints Catholic School	Omaha	14,672.93	3,700.17
26-0070	Allen Consolidated Schools	Allen	55,287.55	16,160.47
07-0006	Alliance Public Schools	Alliance	84,651.25	46,447.87
42-0002	Alma Public Schools	Alma	70,455.66	26,328.37
10-0119	Amherst Public Schools	Amherst	27,757.56	7,043.46
21-0015	Anselmo-Merna Public Schools	Merna	8,700.49	4,200.45
21-0044	Ansley Public Schools	Ansley	30,183.09	18,626.82
12-0701	Aquinas Catholic Schools	David City	16,439.59	6,057.64
33-0018	Arapahoe Public Schools	Arapahoe	50,652.17	12,541.06
88-0021	Arcadia Public Schools	Arcadia	1,080.40	491.42
00-06	Archdiocese of Omaha	Omaha	7,661.48	4,276.65
89-0024	Arlington Public Schools	Arlington	48,198.30	11,921.92
21-0089	Arnold Public Schools	Arnold	9,711.64	5,150.79
03-0500	Arthur County Schools	Arthur	11,830.34	5,870.51
78-0001	Ashland-Greenwood Public Schools	Ashland	142,214.35	36,928.03
64-0029	Auburn Public Schools	Auburn	129,483.49	41,226.67
41-0504	Aurora Public Schools	Aurora	221,933.00	70,838.67
50-0501	Axtell Community School	Axtell	32,077.97	8,655.54
20-0020	Bancroft-Rosalie Public Schools	Bancroft	68,861.77	16,114.49
04-0001	Banner County Public Schools	Harrisburg	46,219.58	9,205.07
59-0005	Battle Creek Public Schools	Battle Creek	24,112.08	10,188.84
62-0021	Bayard Public Schools	Bayard	39,991.75	16,343.67
34-0015	Beatrice Public Schools	Beatrice	212,703.58	42,111.23
77-0001	Bellevue Public Schools	Bellevue	65,253.72	35,862.46
00-89	Bennett Martin Public Library- Lincoln City	Lincoln	836.33	191.80



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 03**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
28-0059	Bennington Public Schools	Bennington	191,788.65	82,365.02
69-0054	Bertrand Community School	Bertrand	29,959.35	9,523.04
78-0702	Bishop Neumann Catholic High School	Wahoo	61,293.65	12,104.77
89-0001	Blair Community Schools	Blair	11,738.35	6,010.18
54-0586	Bloomfield Community Schools	Bloomfield	28,747.02	13,470.92
91-0074	Blue Hill Community Schools	Blue Hill	14,599.09	3,592.18
06-0001	Boone Central Schools	Albion	114,806.57	27,187.65
08-0051	Boyd County Schools	Spencer	25,813.19	9,558.33
56-0006	Brady Public Schools	Brady	15,298.67	5,250.76
62-0063	Bridgeport Public Schools	Bridgeport	43,105.10	15,127.98
21-0025	Broken Bow Public Schools	Broken Bow	7,762.91	3,208.41
28-0706	Brownell Talbot School	Omaha	6,857.80	774.20
85-2001	Bruning-Davenport Unified School District	Davenport	33,308.12	6,972.83
10-51	Buffalo County	Kearney	16,676.80	3,911.84
05-03	Burkley Library & Resource Center	De Witt	178.87	88.10
36-0100	Burwell Public Schools	Burwell	11,972.43	6,946.43
21-0180	Callaway Public Schools	Callaway	27,989.52	9,111.22
33-0021	Cambridge Public Schools	Cambridge	17,178.73	7,857.29
55-0703	Catherdral of Risen Christ School	Lincoln	5,164.46	4,450.90
78-0107	Cedar Bluffs Public Schools	Cedar Bluffs	122,505.72	38,787.14
14-0702	Cedar Catholic High School	Hartington	20,336.08	7,332.24
80-0567	Centennial Public Schools	Utica	226,474.19	56,738.14
07-16	Central City Public Library	Central City	716.99	293.77
61-0004	Central City Public Schools	Central City	68,000.34	26,329.29
94-4000	Central Community College	Kearney	116,457.80	47,832.89
39-0060	Central Valley Public Schools	Greeley	16,492.43	3,557.58
47-0100	Centura Public Schools	Cairo	34,417.04	20,783.51
23-0002	Chadron Public Schools	Chadron	10,448.47	13,420.18



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 08**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
45-0137	Chambers Public Schools	Chambers	13,001.57	5,604.02
15-0010	Chase County Schools	Imperial	20,463.44	10,032.32
71-0711	Christ Lutheran Elementary School	Columbus	1,060.50	399.06
59-0706	Christ Lutheran School	Norfolk	3,598.01	1,326.67
55-0764	Christ Lutheran Schools	Lincoln	36,257.26	6,243.27
28-0712	Christ The King Catholic School	Omaha	20,588.14	2,968.27
13-17	City of Alliance	Alliance	3,853.55	819.45
19-0058	Clarkson Public Schools	Clarkson	15,294.26	5,746.55
16-0030	Cody-Kilgore Public Schools	Cody	1,056.58	157.95
07-25	Columbus Public Library	Columbus	94.59	37.52
71-0001	Columbus Public Schools	Columbus	127,817.78	59,036.34
28-0754	Concordia Lutheran Schools	Omaha	4,009.31	2,695.95
06-04	Concordia University	Seward	4,706.55	1,199.99
13-0056	Conestoga Public Schools	Murray	60,830.72	24,494.84
24-0011	Cozad Community Schools	Cozad	87,786.21	52,036.16
23-0071	Crawford Public Schools	Crawford	4,523.98	3,256.55
25-0025	Creek Valley Schools	Chappell	30,121.23	8,312.06
54-0013	Creighton Community Public Schools	Creighton	20,983.82	11,503.27
28-0713	Creighton Preparatory School	Omaha	1,045.00	607.00
06-01	Crete Public Library	Crete	205.29	132.64
76-0002	Crete Public Schools	Crete	569,197.50	126,099.87
54-0096	Crofton Community Schools	Crofton	8,973.75	5,154.05
72-0015	Cross County Community Schools	Stromsburg	59,389.87	15,288.19
77-0703	Daniel J Gross Catholic High School	Bellevue	24,908.60	3,997.48
12-0056	David City Public Schools	David City	62,485.01	15,649.95
85-0703	Deshler Lutheran School	Deshler	2,628.80	488.22
85-0060	Deshler Public Schools	Deshler	43,618.85	8,704.23
34-0100	Diller-Odell Public Schools	Odell	13,259.62	4,728.76



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 00**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
00-86	Diocese of Lincoln Schools	Lincoln	181,925.33	89,465.48
20-12	Doane University	Crete	26,956.39	29,827.43
40-0126	Doniphan-Trumbull Public Schools	Doniphan	143,029.39	36,527.48
76-0044	Dorchester Public Schools	Dorchester	21,486.70	10,198.72
28-0015	Douglas County West Community Schools	Valley	121,507.86	27,711.27
28-4007	Douglas County Youth Center	Omaha	6,900.00	5,090.00
28-0716	Duchesne Academy of the Sacred Heart	Omaha	18,191.37	2,838.32
29-0117	Dundy County Stratton Public Schools	Benkelman	74,080.52	15,584.71
14-0704	East and West Catholic Elementary School	Hartington	3,025.08	889.73
12-0502	East Butler Public Schools	Brainard	74,008.06	19,646.65
00-0001	Educational Service Unit 01	Wakefield	12,398.40	6,863.16
01-40	Educational Service Unit 01 Home Schools	Wakefield	2,789.84	436.66
00-0002	Educational Service Unit 02	Fremont	58,488.24	20,382.76
02-11	Educational Service Unit 02 Home Schools	Fremont	10,743.19	1,803.51
00-0003	Educational Service Unit 03	La Vista	300,724.94	111,138.49
03-56	Educational Service Unit 03 Home Schools	La Vista	37,999.48	5,112.05
00-0004	Educational Service Unit 04	Auburn	11,440.35	3,059.04
04-03	Educational Service Unit 04 Home Schools	Auburn	6,600.98	745.90
00-0005	Educational Service Unit 05	Beatrice	20,600.98	28,412.11
05-12	Educational Service Unit 05 Home Schools	Beatrice	4,063.24	401.86
00-0006	Educational Service Unit 06	Milford	60,844.46	56,908.38
06-12	Educational Service Unit 06 Home Schools	Milford	17,150.68	3,111.14
00-0007	Educational Service Unit 07	Columbus	138,542.13	108,014.48
07-43	Educational Service Unit 07 Home Schools	Columbus	6,865.64	1,044.35
00-0008	Educational Service Unit 08	Neligh	33,937.96	13,138.13
08-06	Educational Service Unit 08 Home Schools	Neligh	7,431.30	3,019.28
00-0009	Educational Service Unit 09	Hastings	18,385.20	10,726.56
09-12	Educational Service Unit 09 Home Schools	Hastings	4,704.43	590.44



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 10**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
00-0010	Educational Service Unit 10	Kearney	31,367.03	8,947.68
10-01	Educational Service Unit 10 Home Schools	Kearney	13,669.02	1,742.87
00-0011	Educational Service Unit 11	Holdrege	86,280.05	49,102.63
11-13	Educational Service Unit 11 Home Schools	Holdrege	6,331.40	822.21
00-0013	Educational Service Unit 13	Scottsbluff	67,827.04	23,931.40
13-25	Educational Service Unit 13 Home Schools	Scottsbluff	48,516.30	5,284.48
00-0015	Educational Service Unit 15	Trenton	12,336.76	6,932.97
00-0016	Educational Service Unit 16	Ogallala	11,814.54	4,999.82
16-08	Educational Service Unit 16 Home Schools	Ogallala	8,954.71	1,290.37
00-0017	Educational Service Unit 17	Ainsworth	1,821.96	4,775.22
17-30	Educational Service Unit 17 Home Schools	Ainsworth	2,589.70	256.12
18-05	Educational Service Unit 18 Home Schools	Lincoln	39,578.87	4,041.91
19-08	Educational Service Unit 19 Home Schools	Omaha	47,359.46	4,998.46
00-0020	Educational Service Unit Coordinating	La Vista	2,554.64	865.83
47-0103	Elba Public Schools	Elba	5,285.04	611.06
02-0018	Elgin Public Schools	Elgin	7,308.86	2,195.08
28-0010	Elkhorn Public Schools	Elkhorn	122,651.95	42,637.94
59-0080	Elkhorn Valley Schools	Tilden	34,794.39	11,862.69
10-0009	Elm Creek Public Schools	Elm Creek	7,516.48	4,256.14
13-0097	Elmwood-Murdock Public Schools	Murdock	111,637.61	23,262.50
37-0030	Elwood Public Schools	Elwood	180,595.79	34,165.56
26-0561	Emerson-Hubbard Community School	Emerson	70,761.77	21,390.44
32-0095	Eustis-Farnam Public Schools	Eustis	21,127.74	8,406.18
30-0001	Exeter-Milligan Public Schools	Exeter	63,902.03	17,727.01
48-0008	Fairbury Public Schools	Fairbury	159,465.79	34,067.81
10-0709	Faith Christian School of Kearney	Kearney	829.30	53.61
55-0728	Faith Lutheran School	Lincoln	8,442.86	4,212.40
74-0056	Falls City Public Schools	Falls City	147,426.10	47,813.75



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 06**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
30-0025	Fillmore Central Public Schools	Geneva	20,620.87	10,336.70
89-0003	Fort Calhoun Community Schools	Fort Calhoun	15,079.59	6,235.29
31-0506	Franklin Public Schools	Franklin	10,090.13	5,284.46
34-0034	Freeman Public Schools	Adams	101,199.28	23,364.89
27-0001	Fremont Public Schools	Fremont	70,330.71	28,546.68
28-0776	Friedel Jewish Academy	Omaha	411.30	140.99
76-0068	Friend Public Schools	Friend	25,863.63	8,602.50
63-0001	Fullerton Public Schools	Fullerton	36,537.09	15,934.39
35-0001	Garden County Schools	Oshkosh	57,348.44	16,491.10
06-17	Geneva Public Library	Geneva	174.52	275.16
79-0016	Gering Public Schools	Gering	73,751.90	21,233.41
10-0002	Gibbon Public Schools	Gibbon	72,205.79	20,910.91
41-0002	Giltner Public Schools	Giltner	14,104.17	8,978.32
81-0010	Gordon-Rushville Public Schools	Rushville	66,692.23	23,652.27
24-0020	Gothenburg Public Schools	Gothenburg	140,697.57	43,778.36
40-0701	Grand Island Central Catholic Schools	Grand Island	7,302.98	5,409.22
10-54	Grand Island Public Library	Grand Island	1,701.77	937.93
40-0002	Grand Island Public Schools	Grand Island	87,962.27	38,882.71
03-58	Gretna Public Library	Gretna	459.00	81.00
77-0037	Gretna Public Schools	Gretna	335,429.95	152,778.83
20-0710	Guardian Angels Central Catholic	West Point	72,462.31	16,508.68
41-0702	Hampton Lutheran School	Hampton	387.77	136.24
41-0091	Hampton Public School	Hampton	11,781.79	6,090.09
14-0008	Hartington-Newcastle Public Schools	Hartington	74,967.44	25,007.20
18-0011	Harvard Public Schools	Harvard	10,373.95	8,439.38
01-0702	Hastings Catholic Schools	Hastings	2,120.33	760.74
01-0018	Hastings Public Schools	Hastings	58,041.62	28,947.83
81-0003	Hay Springs Public Schools	Hay Springs	42,760.85	13,734.65



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 15**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
43-0079	Hayes Center Public Schools	Hayes Center	8,136.11	5,726.37
93-0096	Heartland Community Schools	Henderson	22,444.40	12,311.82
40-0711	Heartland Lutheran High School	Grand Island	2,671.80	28.10
07-0010	Hemingford Public Schools	Hemingford	58,746.18	18,073.18
56-0037	Hershey Public Schools	Hershey	36,368.01	10,076.15
72-0075	High Plains Community Schools	Polk	5,183.52	2,520.39
44-0070	Hitchcock County School System	Trenton	16,568.85	5,131.38
69-0044	Holdrege Public Schools	Holdrege	65,282.35	23,290.34
28-0720	Holy Cross Catholic School	Omaha	89.88	38.03
71-0706	Holy Family Catholic School	Lindsay	14,535.73	2,642.75
28-0722	Holy Name School	Omaha	1,709.19	924.51
14-0701	Holy Trinity Elementary School	Hartington	8,028.70	2,654.68
22-0031	Homer Community Schools	Homer	11,134.93	6,254.19
19-0704	Howells Community Catholic School	Howells	2,154.18	1,137.72
19-0070	Howells-Dodge Consolidated Schools	Howells	3,745.29	1,196.70
74-0070	Humboldt Table Rock Steinauer Public	Humboldt	21,198.95	12,456.38
71-0067	Humphrey Public Schools	Humphrey	58,272.10	15,840.50
71-0708	Humphrey St Francis Schools	Humphrey	7,472.32	1,922.31
38-0011	Hyannis Area Schools	Hyannis	18,277.31	7,062.75
71-0701	Immanuel Lutheran Elementary	Columbus	60,479.38	51,013.38
49-0050	Johnson County Central Public Schools	Tecumseh	120,829.42	23,493.16
64-0023	Johnson-Brock Public School	Johnson	34,270.80	11,363.83
10-0701	Kearney Catholic Schools	Kearney	12,525.68	5,650.67
10-0007	Kearney Public Schools	Kearney	91,324.06	23,467.38
01-0003	Kenesaw Public Schools	Kenesaw	8,236.66	2,664.59
52-0100	Keya Paha County Schools	Springview	18,257.63	5,537.07
53-0001	Kimball Public Schools	Kimball	10,798.93	5,030.44
71-0005	Lakeview Community Schools	Columbus	110,586.13	35,418.77



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 01**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
14-0054	Laurel-Concord-Coleridge School	Laurel	143,147.75	32,841.95
19-0039	Leigh Community Schools	Leigh	14,357.95	9,522.18
67-0069	Lewiston Consolidated Schools	Lewiston	22,194.47	5,854.75
24-0001	Lexington Public Schools	Lexington	257,600.15	116,388.28
17-0003	Leyton Public Schools	Dalton	13,201.75	8,608.70
55-0704	Lincoln Christian School	Lincoln	15,109.70	7,492.43
55-0706	Lincoln Lutheran MS/SR High	Lincoln	33,836.13	8,597.67
55-0001	Lincoln Public Schools	Lincoln	617,772.08	167,067.50
82-0015	Litchfield Public Schools	Litchfield	14,252.38	7,190.31
27-0594	Logan View Public Schools	Hooper	103,962.28	37,670.60
69-0055	Loomis Public Schools	Loomis	29,103.83	10,069.45
13-0032	Louisville Public Schools	Louisville	42,951.77	11,641.82
82-0001	Loup City Public Schools	Loup City	93,033.49	26,420.13
58-0025	Loup County Public Schools	Taylor	9,213.65	3,444.94
66-0701	Lourdes Central Catholic School	Nebraska City	16,123.97	4,702.61
59-0714	Lutheran High Northeast	Norfolk	2,710.96	2,644.26
11-0020	Lyons-Decatur Northeast School	Lyons	102,781.95	28,492.67
59-0001	Madison Public Schools	Madison	8,406.01	3,332.37
55-0148	Malcolm Public Schools	Malcolm	102,276.02	22,752.40
28-0726	Marian High School	Omaha	4,523.09	378.53
28-0727	Mary Our Queen Elementary School	Omaha	10,332.00	1,148.00
56-0007	Maxwell Public Schools	Maxwell	54,209.10	12,180.90
32-0046	Maywood Public Schools	Maywood	11,630.30	5,124.03
73-0017	McCook Public Schools	McCook	62,587.08	12,363.56
93-0083	McCool Junction Public Schools	McCool	6,643.74	4,402.44
60-0090	McPherson County Schools	Tryon	347.00	245.54
78-0072	Mead Public Schools	Mead	65,653.64	17,539.83
32-0125	Medicine Valley Public Schools	Curtis	24,388.06	8,909.35



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 05**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
48-0303	Meridian Public Schools	Daykin	69,002.29	18,225.71
55-0702	Messiah Lutheran Elementary School	Lincoln	31,712.51	5,689.69
20-18	Mid Plains Community College	North Platte	208.36	66.85
80-0005	Milford Public Schools	Milford	211,175.60	54,185.11
28-0017	Millard Public Schools	Millard	123,661.33	53,242.33
79-0002	Minatare Public Schools	Minatare	6,634.12	5,532.74
50-0503	Minden Public Schools	Minden	29,641.66	17,682.52
79-0031	Mitchell Public Schools	Mitchell	36,584.33	15,607.22
79-0011	Morrill Public Schools	Morrill	21,205.98	6,552.93
46-0001	Mullen Public Schools	Mullen	10,753.17	7,912.06
00-0004	Nebraska Center for Education of Blind	Nebraska City	8,837.86	3,298.48
61-0701	Nebraska Christian School	Central City	51,101.44	9,224.39
66-0111	Nebraska City Public Schools	Nebraska City	43,732.61	18,090.88
00-40	Nebraska Department of Education	Lincoln	27,199.42	5,829.31
20-41	Nebraska Extension in Kimball- Banner	Kimball	236.26	83.21
20-23	Nebraska Indian Community College	Macy	195.00	48.75
20-24	Nebraska Methodist College	Omaha	5,736.82	637.42
08-19	Neligh Public Library	Neligh	131.22	35.74
02-0009	Neligh-Oakdale Public Schools	Neligh	58,436.77	12,295.43
28-0775	Nelson Mandela Elementary School	Omaha	82,770.31	14,628.18
54-0501	Niobrara Public Schools	Niobrara	70,852.38	18,362.33
59-0704	Norfolk Catholic Schools	Norfolk	39,268.26	6,361.53
08-23	Norfolk Public Library	Norfolk	5,506.64	1,877.94
59-0002	Norfolk Public Schools	Norfolk	150,631.34	126,739.85
55-0160	Norris School District 160	Firth	774,215.82	212,120.47
55-0758	North American Martyrs Catholic School	Lincoln	48,754.68	11,023.88
27-0595	North Bend Central Public Schools	North Bend	207,224.08	46,756.18
56-0702	North Platte Catholic Schools	North Platte	14,390.08	8,294.72



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 16**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
56-0001	North Platte Public Schools	North Platte	98,407.09	27,987.78
40-0082	Northwest Public Schools	Grand Island	168,964.63	50,238.89
08-28	O'Neill Public Library	O'Neill	76.77	19.19
45-0007	O'Neill Public Schools	O'Neill	95,584.15	45,999.17
11-0014	Oakland-Craig Public Schools	Oakland	85,488.56	27,588.27
51-0001	Ogallala Public Schools	Ogallala	99,118.80	26,009.91
28-0001	Omaha Public Schools	Omaha	242,701.54	114,011.85
28-0796	Omaha Street School	Omaha	378.95	40.67
88-0005	Ord Public Schools	Ord	226,522.81	30,075.27
72-0019	Osceola Public Schools	Osceola	11,437.89	7,589.75
70-0542	Osmond Community Schools	Osmond	13,235.05	4,976.26
56-0701	Our Redeemer Lutheran School	North Platte	4,450.92	768.29
24-0004	Overton Public Schools	Overton	29,979.52	7,888.21
61-0049	Palmer Public School	Palmer	79,800.92	16,608.55
66-0501	Palmyra Bennet Public Schools	Palmyra	154,166.66	43,627.87
77-0027	Papillion-La Vista Public Schools	Papillion	134,702.09	19,644.99
04-18	Pawnee City Public Library	Pawnee City	1,113.90	331.83
67-0001	Pawnee City Public Schools	Pawnee City	21,983.22	15,770.08
51-0006	Paxton Consolidated Schools	Paxton	15,662.66	6,524.23
87-0001	Pender Public Schools	Pender	111,253.81	26,369.82
68-0020	Perkins County Public Schools	Grant	23,497.22	6,551.33
28-0707	Phoenix Academy	Omaha	571.40	63.49
70-0002	Pierce Public Schools	Pierce	168,368.23	39,483.36
55-0707	Pius X High School	Lincoln	35,014.49	13,952.57
70-0005	Plainview Public Schools	Plainview	27,922.94	11,662.04
13-0001	Plattsmouth Community Schools	Plattsmouth	90,282.02	26,919.95
10-0105	Pleasanton Public Schools	Pleasanton	23,732.47	4,680.85
26-0001	Ponca Public Schools	Ponca	126,884.43	47,634.22



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 00**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
00-93	Ponca Tribe of Nebraska	Lincoln	155.97	83.98
02-0702	Pope John XXIII Central Catholic	Elgin	3,715.96	4,467.27
17-0009	Potter-Dix Public Schools	Potter	28,381.08	7,434.28
77-0721	Quest Forward Academy Omaha	Omaha	1,988.31	419.76
28-0054	Ralston Public Schools	Ralston	22,552.57	12,190.25
14-0045	Randolph Public Schools	Randolph	58,518.59	14,752.38
10-0069	Ravenna Public Schools	Ravenna	84,402.40	22,643.21
55-0161	Raymond Central Public Schools	Raymond	112,575.04	27,397.33
91-0002	Red Cloud Community Schools	Red Cloud	11,950.62	6,055.01
06-0075	Riverside Public Schools	Spalding	17,217.24	3,390.25
75-0100	Rock County Public Schools	Bassett	66,826.56	18,889.41
74-0702	Sacred Heart Schools	Falls City	11,494.26	5,302.28
05-0071	Sandhills Public Schools	Dunning	18,912.10	7,200.77
54-0505	Santee Community Schools	Niobrara	6,629.13	1,594.54
21-0084	Sargent Public Schools	Sargent	14,566.15	5,090.67
19-0123	Schuyler Community Schools	Schuyler	144,309.72	51,169.48
79-0032	Scottsbluff Public Schools	Scottsbluff	419,605.58	155,868.56
71-0705	Scotus Central Catholic	Columbus	18,793.38	12,108.95
27-0062	Scribner-Snyder Community Schools	Scribner	64,761.52	15,659.28
80-0009	Seward Public Schools	Seward	193,994.37	41,537.10
72-0032	Shelby-Rising City Public Schools	Shelby	121,794.91	33,835.48
10-0019	Shelton Public Schools	Shelton	11,912.87	3,756.79
30-0054	Shickley Public Schools	Shickley	13,637.27	3,523.15
17-0001	Sidney Public Schools	Sidney	195,946.22	44,921.58
01-0123	Silver Lake Public Schools	Roseland	75,153.33	15,426.74
83-0500	Sioux County Public Schools	Harrison	8,085.33	7,030.69
28-0749	Skutt Catholic High School	Omaha	2,477.55	2,765.18
65-2005	South Central Nebraska Unified 5	Nelson	210,712.50	50,278.08



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 16**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
25-0095	South Platte Public Schools	Big Springs	1,649.72	322.89
22-0011	South Sioux City Community Schools	South Sioux	79,940.89	43,860.15
34-0001	Southern School District 1	Wymore	19,764.51	11,418.80
35-0540	Southern Valley Schools	Oxford	48,656.09	23,211.32
73-0179	Southwest Public Schools	Bartley	27,678.08	9,561.01
39-0702	Spalding Academy	Spalding	1,905.36	1,844.64
03-51	Springfield Memorial Library	Springfield	5,038.52	1,157.31
77-0046	Springfield Platteview Community Schools	Springfield	54,753.99	14,215.75
07-0701	St Agnes Academy School	Alliance	6,974.23	2,339.67
79-0702	St Agnes Catholic School	Scottsbluff	3,953.51	1,100.91
87-0701	St Augustine Indian Mission School	Winnebago	27,527.93	3,952.42
77-0702	St Bernadette School	Bellevue	23,673.35	4,290.76
28-0746	St Bernard Catholic School	Omaha	6,146.17	665.58
71-0703	St Bonaventure Catholic Elementary School	Columbus	5,508.27	2,009.56
00-94	St Boniface Catholic Church	Stuart	2,493.07	802.60
28-0748	St Cecilia Cathedral School	Omaha	1,121.10	187.15
77-0705	St Columbkille Catholic School	Papillion	35,548.29	4,642.00
06-0017	St Edward Public Schools	St Edward	19,669.34	5,548.85
28-0751	St Gerald Catholic School	Ralston	8,954.40	994.93
71-0704	St Isidore School	Columbus	4,740.54	1,700.58
76-0701	St James Catholic School	Crete	1,199.26	330.57
28-0752	St James/Seton Catholic School	Omaha	4,929.78	3,231.43
28-0753	St Joan of Arc Elementary School	Omaha	577.34	405.68
71-0710	St John Lutheran Elementary School	Columbus	3,435.68	1,248.38
80-0701	St John Lutheran School	Seward	7,844.61	2,650.62
78-0703	St John Nepomucene Elementary School	Weston	2,459.43	956.45
19-0703	St John Neumann School	Clarkson	696.10	231.00
55-0712	St John the Apostle School	Lincoln	11,416.66	7,852.40



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 03**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
13-0701	St John The Baptist Catholic School	Plattsmouth	4,185.75	2,419.17
93-0702	St Joseph Catholic School	York	32,781.61	14,194.27
59-0702	St Leonard's Elementary School	Madison	733.90	233.96
54-0701	St Ludger Elementary School	Creighton	2,682.65	1,037.70
28-0755	St Margaret Mary Catholic School	Omaha	5,880.72	3,751.12
90-0702	St Mary's Catholic School	Wayne	984.36	403.86
45-0701	St Mary's Catholic Schools	O'Neill	8,881.00	4,281.56
77-0701	St Mary's School	Bellevue	910.21	873.35
77-0706	St Matthew Catholic School	Bellevue	624.32	101.63
22-0701	St Michael's Catholic School	South Sioux	41,648.61	7,696.82
06-0701	St Michael's School	Albion	5,754.29	2,545.51
55-0715	St Patrick Catholic School	Lincoln	782.96	478.24
03-50	St Patrick Church & Preschool	Gretna	6,457.10	1,868.05
28-0723	St Patrick's Catholic School	Elkhorn	22,430.77	11,486.61
73-0701	St Patrick's Elementary School	McCook	6,238.08	2,175.75
20-0703	St Paul Lutheran School	West Point	2,590.71	869.59
47-0001	St Paul Public Schools	St Paul	163,203.93	48,570.94
80-0704	St Paul's Lutheran Elementary School	Utica	2,027.73	1,843.47
55-0753	St Peter's Catholic School	Lincoln	35,390.20	6,355.46
28-0760	St Philip Neri School	Omaha	7,671.43	3,212.74
28-0761	St Pius X / St Leo School	Omaha	5,610.53	5,073.06
28-0763	St Robert Bellarmine Catholic School	Omaha	2,468.46	2,664.99
54-0702	St Rose of Lima School	Crofton	5,863.82	2,756.03
28-0708	St Stephen the Martyr School	Omaha	16,554.53	5,988.29
28-0765	St Thomas More School	Omaha	20,135.92	3,796.38
80-0710	St Vincent de Paul Catholic School	Seward	3,795.15	1,088.17
78-0701	St Wenceslaus School	Wahoo	81,873.00	16,780.46
84-0003	Stanton Community Schools	Stanton	52,823.76	8,868.04



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 16**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
57-0501	Stapleton Public Schools	Stapleton	9,045.63	2,735.29
49-0033	Sterling Public Schools	Sterling	51,809.83	12,953.54
07-88	Stromsburg Public Library	Stromsburg	76.10	61.80
28-0759	Sts Peter & Paul School	Omaha	48,726.74	12,573.36
45-0044	Stuart Public Schools	Stuart	11,342.22	4,259.12
02-0115	Summerland Public Schools	Ewing	22,973.81	14,785.43
24-0101	Sumner-Eddyville-Miller Public Schools	Sumner	2,241.39	2,299.78
00-87	Sump Memorial Library	Papillion	5,861.79	1,810.76
65-0011	Superior Public Schools	Superior	96,395.39	18,282.24
56-0055	Sutherland Public Schools	Sutherland	15,199.59	7,222.68
18-0701	Sutton Public Schools	Sutton	10,525.02	4,428.15
66-0027	Syracuse-Dunbar-Avooca Schools	Syracuse	55,928.36	22,207.22
11-0001	Tekamah-Herman Community Schools	Tekamah	54,849.18	29,070.17
85-0070	Thayer Central Community Schools	Hebron	52,154.20	18,003.56
86-0001	Theford Public Schools	Theford	9,748.04	5,634.20
48-0300	Tri County Public Schools	De Witt	87,966.20	23,323.62
27-0702	Trinity Lutheran Elementary School	Fremont	5,974.57	1,896.34
59-0703	Trinity Lutheran School	Madison	5,676.29	2,432.35
63-0030	Twin River Public Schools	Genoa	3,444.16	2,599.36
87-0016	Umo Ho Nation Public School	Macy	107,376.69	21,485.45
20-39	University of Nebraska Extension Office	Ainsworth	2,307.49	697.49
16-0006	Valentine Community Schools	Valentine	65,119.29	23,234.77
54-0583	Verdigre Public Schools	Verdigre	18,042.59	5,071.14
78-0039	Wahoo Public Schools	Wahoo	218,687.63	48,027.58
90-0560	Wakefield Community Schools	Wakefield	80,102.92	16,365.76
56-0565	Wallace Public Schools	Wallace	1,362.55	691.26
87-0013	Walthill Public Schools	Walthill	131,667.97	21,700.67
15-0536	Wauneta-Palisade Public Schools	Wauneta	16,536.82	6,184.05



**ESUCC Cooperative Purchasing  
Sales & Savings By School  
ESU # 01**

	<u>Member Name</u>	<u>City</u>	<u>Member Cost</u>	<u>Savings</u>
54-0576	Wausa Public School	Wausa	129,628.43	25,338.02
55-0145	Waverly Public Schools District 145	Waverly	212,330.87	89,875.94
90-0017	Wayne Community Schools	Wayne	125,265.43	28,715.97
94-9001	Wayne State College	Wayne	1,286.95	500.48
13-0022	Weeping Water Public Schools	Weeping Water	35,504.53	17,111.91
45-0239	West Holt Public Schools	Atkinson	16,872.46	6,043.29
20-0001	West Point Public Schools	West Point	169,537.47	53,752.64
20-36	Western Nebraska Community College	Alliance	11,084.60	2,600.09
28-0066	Westside Community Schools	Omaha	93,533.83	18,678.96
92-0045	Wheeler Central Schools	Bartlett	2,557.90	1,139.24
76-0082	Wilber-Clatonia Public Schools	Wilber	131,791.28	35,596.49
50-0001	Wilcox-Hildreth Public Schools	Wilcox	4,881.53	3,993.18
87-0017	Winnebago Public Schools	Winnebago	59,522.13	25,453.10
90-0595	Winside Public Schools	Winside	63,398.16	17,626.64
20-0030	Wisner-Pilger Public School	Wisner	127,529.02	31,755.52
40-0083	Wood River Rural Schools	Wood River	49,674.38	27,512.83
14-0101	Wynot Public Schools	Wynot	92,734.99	25,138.53
93-0012	York Public Schools	York	204,917.13	58,976.57
78-0009	Yutan Public Schools	Yutan	39,097.77	11,490.18
01-0705	Zion Classical Academy	Hastings	14,790.69	3,416.98
16-0701	Zion Lutheran Elementary School	Valentine	4,682.13	1,539.87
	<b><u>Grand Totals</u></b>		<b><u>\$20,812,176.15</u></b>	<b><u>\$6,707,437.22</u></b>

<b>Sales- Revenue-Savings Summary</b>									
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>8 Years Total</b>
<b>Sales</b>	17,638,118.87	16,794,281.63	15,640,253.67	16,446,634.93	15,927,976.44	16,712,750.28	21,614,632.10	20,812,176.23	141,586,824.15
<b>Revenue (received)</b>	473,428.62	436,196.85	414,212.56	431,397.44	421,280.19	433,688.96	502,216.30	448,231.89	3,560,652.81
<b>Savings [1]</b>	4,586,967.70	4,931,883.40	4,326,977.33	5,554,975.02	4,852,808.78	5,103,582.58	6,646,055.81	6,707,437.22	42,710,687.84
<b>% of savings</b>	26.01%	29.37%	27.67%	33.78%	30.47%	30.54%	30.75%	32.23%	30.10%

[1] Manually entered

Sales- Revenue-Savings Summary	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	OY Delta [1]
Total Coop Sales	15,640,253.67	16,446,634.93	15,927,976.44	16,712,750.28	21,614,632.10	20,812,176.23	-802,455.87
Total Coop Savings	4,326,977.33	5,554,975.02	4,852,808.80	5,103,582.58	6,646,055.81	6,707,437.22	61,381.41
Total Expected Sales Revenue [2]	411,118.23	431,226.15	416,013.62	433,827.97	499,055.51	506,306.79	7,251.28
Total Paid Revenue	414,212.56	431,397.44	421,280.19	433,688.96	502,216.30	448,231.89	n/a
<b>Sales By Program</b>							
Annual/ Paper Buy	3,172,995.28	3,273,675.17	3,237,851.25	3,212,610.07	2,862,211.24	3,289,361.99	427,150.75
Annual Buy Punch-out			15,133.72	9,199.67	31,832.37	30,942.41	-889.96
AEPA	3,939,001.37	3,769,550.58	3,685,080.29	3,779,092.80	6,762,942.48	5,823,488.34	-939,454.14
Special Buys	1,719,292.64	2,196,965.45	2,126,586.20	2,352,061.94	3,321,028.49	3,226,531.77	-94,496.72
Food Program	5,006,128.75	5,405,047.05	5,340,878.66	5,630,776.46	6,528,399.08	6,662,538.69	134,139.61
Custodial	1,798,612.51	1,788,954.99	1,514,159.30	1,711,664.21	2,086,526.28	1,775,673.45	-310,852.83
Extended Buys	4,223.12	12,441.69	8,287.02	17,345.13	21,692.16	3,639.58	-18,052.58
<b>Savings By Program [3]</b>							
Annual/ Paper Buy	1,089,181.21	1,409,494.18	1,119,132.97	1,142,688.31	1,084,127.08	1,127,280.26	43,153.18
Annual Buy Punchout			7,418.22	3,314.77	5,579.50	5,460.43	-119.07
AEPA	1,291,023.48	1,289,535.20	1,146,643.57	1,323,470.58	1,753,528.98	1,822,754.90	69,225.92
Special Buys	762,406.75	1,257,519.50	821,800.00	982,165.54	1,825,026.85	1,597,355.31	-227,671.54
Food Program	838,603.03	976,658.28	1,199,226.57	902,694.41	1,117,190.97	1,178,390.16	61,199.19
Custodial	344,576.81	616,533.08	555,998.62	744,912.69	854,122.95	974,560.99	120,438.04
Extended Buys	1,186.05	5,234.78	2,588.85	4,336.28	6,479.48	1,635.17	-4,844.31
<b>Expected Revenue by Program</b>							
Annual & Paper Buy	158,649.76	163,683.76	161,892.56	160,630.50	143,110.56	164,468.10	21,357.54
Annual Buy Punchout			302.67	183.99	636.65	618.85	-17.80
AEPA	78,780.03	75,391.01	70,747.40	74,992.88	112,931.47	102,539.24	-10,392.23
Special Buys	37,382.45	47,649.26	45,555.87	50,304.52	68,993.71	69,734.38	740.67
Food Program	100,122.58	108,100.94	106,817.57	112,615.53	130,567.98	133,250.77	2,682.79
Custodial	35,972.25	35,779.10	30,283.19	34,233.28	41,730.53	35,513.47	-6,217.06
Extended Buys	211.16	622.08	414.35	867.26	1,084.61	181.98	-902.63
<b>Sales Statistics</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>YOY Delta</b>
Total Number of Purchasing Schools [5]	424	402	402	401	408	397	-11
Food Program Participants	111	114	114	113	112	120	8
Food Program Purchasing Schools	107	109	108	108	108	115	7
Annual- Paper Buy Purchasing Schools [6]	273	261	250	263	236	252	-27
Annual Buy Items Offered [7]	3227	3917 [8]	4258 [9]	4201	4657	4314	-343
Annual Buy Items Ordered [10]	2328	2659	2429	2626	2827	2424	-403
Paper Buy Items Offered [11]	149 [12]	115 [13]	194 [14]	188 [15]	193	185	-8
Paper Buy Items Ordered	131	107	150	144	157	142	-15
Total # of Annual Buy Bidding Vendors [16]	29	31	27	26	28	19	-9
Total # of Annual Buy Awarded Vendors	27	29	26	22	25	18	-7
Total # of Marketplace Shoppable Vendors			39	42		108	108
Total # of Contracts [18]	93	95	102	115	129	137	8
Total # of Vendors			96	109	82	105	23
Total # of vendors/contracts w/ sales [19]			39	48	55	57	2
Total # of vendors/contracts w/ NO sales [20]			38	45	49	67	18
Total # of vendors with sales over 100K [21]			17	15	19	19	0
Food Program 1% Purchase Rebate to Schools [22]				27006.24	39371.26	38,161.28	-1,209.98

ESU	2021-22 Sales	2021-22 Savings	2020-21 Sales	2020-21 Savings	2019-20 Sales	2019-20 Savings
ESU 00	581,346.69	202,635.96	423,305.59	129,068.78	276,029.39	93,600.02
ESU 01	1,801,108.04	505,274.50	1,831,243.44	520,986.38	1,988,015.76	476,909.14
ESU 02	1,975,326.29	551,956.23	1,819,932.81	511,988.80	1,796,642.40	477,814.02
ESU 03	2,256,066.68	759,631.31	3,032,577.41	939,981.51	2,145,837.43	638,676.03
ESU 04	858,635.23	272,298.28	1,199,527.46	287,451.50	733,737.32	238,159.32
ESU 05	819,914.34	220,311.73	808,383.57	215,459.82	688,998.67	161,307.97
ESU 06	3,062,848.40	882,024.41	2,309,644.49	685,848.87	1,704,946.06	549,330.85
ESU 07	1,416,420.77	558,492.25	1,270,466.19	431,784.62	1,131,289.33	358,682.73
ESU 08	842,832.17	357,894.39	754,132.37	309,256.16	782,416.91	255,243.10
ESU 09	957,639.21	291,841.19	786,647.17	250,918.98	680,490.70	219,834.88
ESU 10	1,944,521.01	658,885.81	2,628,316.99	756,010.26	1,977,110.88	694,904.41
ESU 11	696,039.08	244,040.63	854,162.76	261,931.80	716,108.95	213,232.51
ESU 13	1,429,928.91	495,361.05	1,418,192.50	446,019.30	771,792.83	281,014.43
ESU 15	280,844.10	87,725.50	243,835.86	105,308.11	187,190.85	79,132.86
ESU 16	460,385.15	147,631.46	956,760.71	235,340.36	297,710.50	105,644.01
ESU 17	224,413.50	78,434.17	208,698.61	86,818.07	240,153.80	83,609.40
ESU 18	657,350.95	171,109.41	279,880.60	205,305.46	50,439.25	20,218.05
ESU 19	379,731.31	138,728.48	565,985.81	182,807.52	301,538.88	85,792.63
ESU 20	164,469.67	82,294.61	218,202.72	82,973.42	219,898.03	66,450.28
ESUCC	2,554.64	865.83	4,735.11	796.10	22,402.35	4,025.94
<b>Total Sales</b>	<b>Total Sales By ESU</b>	<b>20,812,176.41</b>	<b>Total Sales By ESU</b>	<b>21,614,632.47</b>	<b>Total Sales By ESU</b>	<b>16,712,750.29</b>
<b>Total Savings</b>	<b>Total Svgs By ESU</b>	<b>6,707,437.20</b>	<b>Total Svgs By ESU</b>	<b>6,646,055.82</b>	<b>Total Svgs By ESU</b>	<b>5,103,582.58</b>
<b>5 Year Svgs Total</b>	<b>28,864,859.43</b>					
<b>2021-22 Sales/ Savings By Program [4]</b>						
<b>Program</b>	<b>Total Sales</b>	<b>Total Savings</b>				
Annual/Paper Buy	3,289,361.99	1,127,280.26				
AEPA	5,823,488.34	1,822,754.90				
Special Buys	3,226,531.77	1,597,355.31				
Food Program	6,662,538.69	1,178,390.16				
Custodial	1,775,673.45	974,560.99				
Extended Buys	3,639.58	5,460.43				
Annual Buy Punchout	30,942.41	1,635.17				
<b>Total Sales</b>	<b>20,812,176.23</b>	<b>6,707,437.22</b>				
<b>Total Savings %</b>	<b>32.23%</b>					
<b>2020-21 Sales/ Savings By Program [17]</b>						
<b>Program</b>	<b>Total Sales</b>	<b>Total Savings</b>				
Annual/Paper Buy	2,862,211.24	1,084,127.08				
AEPA	6,762,942.48	1,753,528.98				
Special Buys	3,321,028.49	1,825,026.85				
Food Program	6,528,399.08	1,117,190.97				
Custodial	2,086,526.28	854,122.95				
Extended Buys	21,692.16	6,479.48				
Annual Buy Punchout	31,832.37	5,579.50				
<b>Total Sales</b>	<b>21,614,632.10</b>	<b>6,646,055.81</b>				
<b>Total Savings %</b>	<b>30.75%</b>					

[1] (last 2 completed years)

[2] Microsoft Office User:  
Revenue based on sales- not actual paid

[3] Manually entered from FM Excel Spreadsheet

[4] updated 8/23/2021

[5] created a pivot table from excel data base

[6] Pivot table program & school copy list from AB & PB put in a sheet  
in 2 columns> highlight both columns>conditional format> highlight cell rules>find dup's>keep columns highlighted go to data tab>remove dups

[7] Use excel spreadsheet 2021 AB-Paper Catalog

[8] 300's- 893 items

[9] 300's- 1406 items- added many new chairs/ desks. Got no bids on file cabinets

[10] Used AB Final Order>Pivot>item description>

[11] Use excel spreadsheet from PQ total orders, create pivot table for offered and ordered

[12] 400140-white copy paper 26.50 case  
400141 white copy paper 999.60 pallet

[13] 400140-white copy paper 27.00 case  
400141 white copy paper 996.00 pallet

[14] 400140-white copy paper 32.60 case  
400141 white copy paper 1,255.20 pallet

[15] 400140-white copy paper 28.25 case  
400141 white copy paper 1,130.00pallet

[16] IOW- view awarded bids>response tab>sort response column by submitted> copy paste in excel>repeat each bid>title column w/vendors>create pivot

table for ct

[17] updated 8/23/2021

[18] IonWave/Contracts/Active/Type-does not incld interlocals, sub's  
+ AB awarded vendors

[19] pivot table from dwnld of All Programs.

Does not include AB/PB

\*\*\*Results in 2022 ALL Active Contract IOW spreadsheet

[20] pivot table from dwnld of All Programs.

Does not include AB/PB

[21] from ALL Program download results for previous 2 stats- Does not include AB- PB

[22] Maybe move up w/ savings will have to adjust rows to include it